

Table of Contents

PREAMBLE.....	7
INDIAN HEALTH SERVICE.....	7
ALBUQUERQUE AREA OFFICE.....	7
ALBUQUERQUE, NEW MEXICO.....	7
GENDER.....	7
NOTICE OF INTENTION.....	7
ARTICLE I.....	8
RECOGNITION AND UNION DESIGNATION.....	8
Section 1: Recognition.....	8
Section 2.....	8
Section 3.....	8
ARTICLE II.....	9
EMPLOYEE RIGHTS & PRIVILEGES.....	9
Section 1: Non-Discrimination.....	9
Section 2: UNION Participation.....	9
Section 3: Communication with Management.....	9
Section 4: Maintenance of Benefits.....	9
Section 5: Contract Reproduction.....	9
Section 6: UNION Representation.....	10
ARTICLE III.....	10
UNION REPRESENTATION.....	10
Section 1: Recognizing UNION Officials.....	10
Section 2: Steward Procedures.....	11
Section 3: Non-Duty Time Activities.....	11
Section 4: Orientation.....	11
Section 5: Reasonable Official Time Release.....	11
Section 6: Release Time.....	11
Section 7: Mutual Agreement.....	12
ARTICLE IV.....	12
MANAGEMENT RIGHTS.....	12
Section 1: Management Authority.....	12
Section 2: Negotiations.....	13
Section 3: Resolution of Questions.....	13
ARTICLE V.....	13
FACILITIES & SERVICES TO THE UNION.....	13
Section 1: Bulletin Boards.....	13
Section 2: New Employee Information.....	13
Section 3: Steward Training.....	13
Section 4: Publication of UNION News & Notices.....	14
Section 5: Written Directives.....	14
Section 6: UNION Offices.....	14
Section 7: Internal Mail Distribution.....	14
Section S: Meeting Facilities.....	14
ARTICLE VI.....	14

MATTERS APPROPRIATE FOR NEGOTIATION DURING TERM OF THIS AGREEMENT	14
Section 1: Negotiable Subjects.	14
Section 2: Changed Working Conditions.	15
Section 3: Legal Compliance	15
Section 4: Contract Supersedes Local Agreements.	15
ARTICLE VII	15
TERM OF AGREEMENT & METHOD OF AGREEMENT	15
Section 1: Term	15
Section 2: Re-Opener.	16
Section 3: Past Practice.	16
Section 4: Mid-Term Bargaining.	16
ARTICLE VIII	17
INDIAN PREFERENCE	17
Section 1: Employment Preference	17
ARTICLE IX	17
EQUAL EMPLOYMENT OPPORTUNITY (EEO)	17
Section 1: No Discrimination	17
Section 2: UNION Representation	18
Section 3: Indian Preference.	18
ARTICLE X	18
HOURS OF WORK & OVERTIME	18
Section 1: workday and Workweek.	18
Section 2: Overtime Hours and Distribution.	18
Section 3: Call Back	18
Section 4: Notice of Overtime.	18
Section 5: Overtime Relief	19
Section 6: Time off for Religious Observance	19
Section 7: Call Back Premium	19
Section 8: Overtime.	19
Section 9: Tour of Duty.	19
Section 10: Rest Period	19
Section 11: Clean-up Time.	20
Section 12: Travel and Training.	20
Section 13: Notification of Changed Schedules.	20
Section 14: Time-Clocks	20
Section 15: Additional Rest and Meal Periods.	20
Section 16: Lunch Period	20
Section 17: Break Room.	20
Section 18: Absence Less Than One (1) Hour	20
ARTICLE XI	21
LEAVE	21
Section 1: Leave	21
Section 2: Annual Leave	21
Section 3: Extended Annual Leave	21
Section 4: Emergency Leave.	22

Section 5: Unscheduled Annual Leave	22
Section 6: Sick Leave.....	22
ARTICLE XIII.....	24
HOLIDAYS	24
Section 1: Distribution.	24
Section 2: Publication.	24
Section 3: Designated Days.	24
Section 4: Work on a Holiday In accordance with applicable regulations:	24
ARTICLE XIV.....	25
CLASSIFICATION PROCESS.....	25
Section 1: Position Review.	25
Section 2: Continuing Review.	25
Section 3: Compensation Level.	25
Section 4: Request to Resolve Inconsistency.....	25
Section 5: Desk Audit.	25
Section 6: No Reprisal Assignments.	26
Section 7: Related Duties.....	26
ARTICLE XV.....	26
PROMOTIONS, VACANCIES & DETAILS	26
Section 1: Promotional Considerations.....	26
Section 2: Promotional Announcements.....	26
Section 3: Included Employees.....	26
Section 4: Albuquerque Area Limitation.....	27
Section 5: Vacancy Announcements.	27
Section 6: Certificate of Merit Promotion Plan Candidates.....	27
Section 7: Interview Opportunity.....	27
Section 8: Details.	27
Section 9: Accretion of Additional Duties.....	28
Section 10: Position Upgrade.....	28
Section 11: Notification.	28
Section 12: Temporary Promotions.	28
ARTICLE XVI.....	28
EXCUSED ABSENCES.....	28
Section 1: Military Funeral.	28
Section 2: Blood Donation.....	28
Section 3: Required Examinations.....	29
ARTICLE XVII	29
WAGE & SALARY SURVEYS	29
Section 1: Presentation of Information.	29
Section 2: Release Time.....	29
ARTICLE XVIII.....	29
HEALTH & SAFETY	29
Section 1: Safety.	29
Section 2: On-the-Job Injury and/or Illness Reporting	30
Section 3: Reports to the DOL.....	30
Section 4: Unsafe and/or Hazardous Work.....	30

Section 5: UNION Recommended Safety Training.....	31
Section 6: Release Time for Safety Walk-Through.....	31
Section 7: Uniforms and Supplies.	32
Section 8:	32
ARTICLE XIX.....	32
GRIEVANCE PROCEDURE.....	32
Section 1: Good Faith Grievance Resolution at the Worksite.....	32
Section 2: Grievances.	32
Section 3: Procedures.....	33
Section 4: Selection.....	33
Section 5: Discrimination Section.	34
Section 6: Fifteen (15) Working Days.....	34
Section 7: Relevant Matters.....	34
Section 8: Grievance Steps.....	34
Section 9: Identical Group Grievance.....	35
Section 10: Time Limits.....	35
Section 11: Arbitration Cost Sharing.....	35
Section 12: Waiver of Steps and Step Two (2) Grievances.....	35
Section 13: EMPLOYER Grievances:.....	35
Section 14: Informal Settlement Encouraged.....	36
ARTICLE XX.....	36
ARBITRATION PROCEDURE.....	36
Section 1: Right to Arbitration.....	36
Section 2: Selecting the Arbitrator.....	36
Section 3: Fees and Expenses.....	37
Section 4: Arbitration Process.....	37
Section 5: Expedited Arbitration Procedure.....	37
Section 6: Time Limits.....	37
Section 7: Arbitrator's Authority in Disputes Over the Agreement.....	37
ARTICLE XXI.....	37
DISCIPLINARY & ADVERSE ACTIONS.....	37
Section 1: Discipline.....	37
Section 2: Notification.....	38
Section 3: Copies to the UNION.....	38
Section 4: Right to Representation at Oral Reply to Proposed Adverse Action.....	38
Section 5: Statutory Appeals.....	38
Section 6: Policy of Progressive Discipline.....	39
Section 7: Privacy Rights.....	39
ARTICLE XXII.....	39
UNION DUES WITHHOLDING ALLOTMENTS.....	39
Section 1: Dues Allotment.....	39
Section 2: Dues Allotment Standard Form (SF-1187).....	39
Section 3: Dues Allotment Revocation.....	39
ARTICLE XXIII.....	39
EMPLOYEE PERFORMANCE EVALUATIONS.....	39
Section 1: Appraisal Regulation.....	40

Section 2: Access to Documentation.	40
ARTICLE XXIV	40
DRUG-FREE WORKPLACE	40
Section 1:	40
Section 2: Meeting on the Plan.	41
Section 3: Labor-Management Committee on Drug-Free Workplace.....	41
Section 4: Job Audits.	41
Section 5: Court Challenges of DHHS Drug Testing.	42
Section 6: Employee Education Programs.....	42
Section 7: Notification of EMPLOYEES.	42
Section 8 EMPLOYEE Rights.....	42
Section 9: Confidentiality and Safeguarding of Information.....	42
Section 10: Official Time.....	43
Section 11: Reasonable Accommodations.....	43
Section 12: Grievance Procedure.....	43
Section 13: Procedures for Drug Testing.....	43
Section 14: UNION Presence at Meetings or Examinations.	44
Section 15: Drugs to be Tested.	44
Section 16: Drug Testing Laboratory.	44
Section 17: Native American Church.	45
Section 18: Amendment.....	45
ARTICLE XXV.....	45
EMPLOYEE ASSISTANCE PROGRAM (EAP).....	45
Section 1: Assistance Efforts.	45
Section 2: EAR Seminars.....	46
Section 3: Identify Problems.....	46
Section 4: Disciplinary Action.....	46
Section 5: EAP Files.	46
ARTICLE XXVI	46
LEAVE WITHOUT PAY	46
Section 1: Procedures.....	46
Section 2: UNION Leave.....	47
Section 3: Return Rights.	47
Section 4: Maintenance of Benefits.	47
ARTICLE XXVII.....	47
CIVIC RESPONSIBILITIES.....	47
Section 1: Jury Duty.....	47
Section 2: Return to Duty.	48
Section 3: Voting.	48
Section 4: Voter Registration.....	48
Section 5: Federal Fund Raising.....	48
Section 6: Called as a Witness.	48
ARTICLE XXVIII.....	49
ACCESS TO RECORDS.....	49
Section 1: No Unauthorized Access.	49
Section 2: Access According to Privacy Act and Regulations.	49

Section 3: EMPLOYEE Review	49
ARTICLE XXIX.....	49
TRAINING	49
Section 1: Need.	49
Section 2: Training Program.	49
Section 3: On-The-Job Training.	49
Section 4: Records.	50
Section 5: Scheduling.	50
Section 6: Expenses.	50
Section 7: Labor-Management Training.....	50
Section 8: Official Training Time.....	50
ARTICLE XXX.....	51
CONTRACTING OUT WORK	51
Section 1: Notification.	51
Section 2: Layoff or Reduction in Force (RIF).....	51
ARTICLE XXXI.....	52
REDUCTION IN FORCE	52
Section 1: Policy.	52
Section 2: Procedure.	52
Section 3: Negotiation.....	53
Section 4: Meeting on RIF.....	53
Section 5: Placement.....	53
ARTICLE XXXII.....	53
ALTERNATE WORK SCHEDULES (AWS)	53
I. PURPOSE.....	54
II. DEFINITIONS:.....	54
III. FLEXTIME:	54
IV. COMPRESSED WORK SCHEDULES	56
V. PROCEDURES:	56
VI. PERSONAL HARDSHIP:.....	57
VII. EXCEPTIONS:	57
VIII. RECORD KEEPING	58
IX. MUTUAL RESPONSIBILITIES:	59
X. DISPUTES:.....	59
ARTICLE XXXIII.....	59
LABOR-MANAGEMENT RELATIONS COMMITTEE.....	59

PREAMBLE

The following Agreement constitutes a complete and total agreement by and between Local 16, Laborers International Union of North America, AFL-CIO, hereinafter referred to as the UNION, and the following entity, hereinafter referred to as the EMPLOYER

INDIAN HEALTH SERVICE ALBUQUERQUE AREA OFFICE ALBUQUERQUE, NEW MEXICO

This agreement is executed under the authority granted in the Civil Service Reform Act of 1978 (Public law 195-454). That law will be referenced in this Agreement by applicable statute and/or section number.

The EMPLOYER and EMPLOYEES of the Indian Health Service Albuquerque , Area Office are committed to the highest levels of patient care and safety. Therefore, the EMPLOYER and the UNION recognize the U.S. Department Health and Human Services Standards and will substantially comply with the standards and requirements of the Joint Commission on Accreditation of Health Care Organizations. All professional and nonprofessional staff, Supervisors, Managers and other employees, will work and perform their duties in compliance with appropriate certification and license requirements and standards of care and practice set forth in applicable State and Federal Laws.

The purposes of this Agreement are to promote effective and efficient operations, harmonious relations between the EMPLOYER and the UNION, the establishment of an equitable and peaceful procedure for the resolution of differences and grievances, and to provide the EMPLOYEES an opportunity to engage in collective bargaining with respect to conditions of employment and personnel policies and practices.

GENDER

For convenience in reading, standard pronoun gender usage will be followed in this Agreement where the pronoun "he" or "his", etc., is used, it should be understood to include "she" or "her", etc.

NOTICE OF INTENTION

In accordance with the provisions of the Civil Service Reform Act of 1978 (Public Law 95-454), and in consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

Whereas, participation of EMPLOYEES in the formulation and implementation of personnel policies affecting them contributes to the effective conduct of public business; and

Whereas, the efficient administration of the EMPLOYER and the well-being of the EMPLOYEES required that orderly and constructive relationships be maintained between the parties hereto; and

Whereas, subject to law and the paramount requirements of the public service, employee management relations should be improved by providing EMPLOYEES an opportunity for greater participation in the formulation and implementation of personnel policies and procedures affecting the condition of their employment; and

Whereas, effective employee-management cooperation in the public service requires a clear statement of the respective rights and obligations of the UNION and the EMPLOYER.

NOW, THEREFORE, the parties agree as follow:

ARTICLE I

RECOGNITION AND UNION DESIGNATION

Section 1: Recognition

- a. The EMPLOYER recognizes that the UNION is the exclusive representative of all certified unit EMPLOYEES, hereinafter referred to as the EMPLOYEE, in the Unit described below, in accordance with the Certification of the Election results issued by the Federal Labor Relations Authority for the Indian Health Service Albuquerque Area Office, New Mexico Service Unit by Case DA-RO-40054, dated September 8, 1994.
- b. The UNION recognizes its responsibilities to represent the EMPLOYEES for as long as the UNION continues as the exclusive representative of such EMPLOYEES. The certified Units to which this Agreement is applicable are:

INCLUDED: All General Schedule and Wage Grade non-professional and all professional employees of the Department of Health and Human Services, Indian Health Service, Albuquerque Area Office, Albuquerque, New Mexico.

EXCLUDED: Commissioned Officers, Management Officials, supervisors, temporary Employees and Intermittent Employees who are employed for ninety (90) days or less, and employees described in five(S) U.S.C. 7112(b) (2), (3), (4), (6) and (7).

Section 2

It is understood that this agreement does not apply to individuals not employed by the Albuquerque Area Office.

Section 3

Termination of the Agreement shall not of itself terminate the exclusive recognition granted the UNION.

ARTICLE II

EMPLOYEE RIGHTS & PRIVILEGES

Section 1: Non-Discrimination.

The UNION and the EMPLOYER affirm their joint opposition to illegal discriminatory practices in connection with employment, promotion, or training, believing that the public interest requires the full utilization of EMPLOYEES skills and abilities without regard to age, sex, race, religion, color or national origin, handicapping condition or other condition covered by law with due regard to Indian Preference.

Section 2: UNION Participation.

EMPLOYEES in the bargaining units shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any EMPLOYEE organization or to refrain from any such activity. Except as hereinafter expressly provided, the freedom of such EMPLOYEES to assist any EMPLOYEE organization shall be recognized as extending to participation in the management of the organization representative, including presentation of its views to officials of the executive branch, the Congress or other appropriate authority except where such participation would result in a conflict of interest or be otherwise incompatible with law or the official duties of the EMPLOYEES.

Section 3: Communication with Management.

It is agreed and understood that EMPLOYEES of the unit may request to communicate with a supervisory or management official of a higher rank than the EMPLOYEE'S immediate supervisor or with a representative of the Servicing Personnel Office. The EMPLOYEE must request permission from his immediate supervisor to leave the job for this purpose. Upon the EMPLOYEE'S request, the supervisor shall arrange for the EMPLOYEE to telephone or meet with the appropriate representative of the Servicing Personnel Office within two (2) working days from the date of the request. It is not necessary for the EMPLOYEE to explain his reasons for wanting to talk to any of the above officials, but in the interest of mutual understanding. It is suggested that the supervisor be made aware of the subject to be discussed and if the problem falls within the supervisor's scope of authority, resolution will be attempted at that level.

Section 4: Maintenance of Benefits.

Any Employee covered by the provisions of this Agreement shall not forfeit any of his benefits while on informal detail or temporary loan within the bargaining unit.

Section 5: Contract Reproduction.

The UNION and EMPLOYER agreed to alternate paying the costs for printing or other reproduction of the Agreement. The party who pays the costs will also make arrangements for reproduction. A sufficient number of copies of the Agreement will be furnished to the party not

responsible for reproduction. All of the costs of printing or other reproduction will be borne by the UNION for this contract.

Section 6: UNION Representation.

The UNION representative shall be given the opportunity to be represented at:

- a. Any formal discussion between one or more representatives of the EMPLOYER and one or more EMPLOYEES in the unit or other representative concerning any grievance or any personnel policy or practices or other general conditions of employment; or
- b. Any examination of an EMPLOYEE in the unit by a representative of the EMPLOYER in connection with a investigation if:
 1. The EMPLOYEE reasonably believes that the examination may result in disciplinary action against the EMPLOYEE; and
 2. The EMPLOYEE requests representation.
- c. Nothing in this contract will be construed as denying any EMPLOYEE a right which he has by Public Law 95-454.

ARTICLE III

UNION REPRESENTATION

Section 1: Recognizing UNION Officials.

- a. The Union may designate a Chief Steward to represent the interests of the UNION when matters require contact with a single UNION representative. This would result when some matter involves all bargaining unit EMPLOYEES, such as a change in personnel policies, practices or working conditions affecting the entire bargaining unit. The steward may hold other UNION offices. The Chief Steward or designee shall be the designated employee to receive notice of formal discussions with bargaining unit employees or notice of proposed changes. It is agreed that if the Chief Steward is required to travel from the Area Office the EMPLOYER will incur no expense for his/her travel unless such travel involves a management-initiated meeting.

The need to use official time by the Chief Steward will be governed by the appropriate article(s) of this agreement which govern the use of official time.

- b. The UNION may designate a total of seven (7) stewards.
- c. Additionally, the UNION will supply the EMPLOYER in writing and shall maintain with the EMPLOYER on a current basis, a complete list of all authorized Stewards, in addition to

other UNION officials including a description of their responsibilities and authorities. The UNION shall designate Alternate Stewards who will function in the Steward's absence.

Section 2: Steward Procedures.

The following procedures shall govern in establishing contacts between EMPLOYEES and Stewards:

- a. An EMPLOYEE desiring to see a Steward shall notify his supervisor in accordance with established procedure. The supervisor shall contact the Steward's supervisor, and notify him of the request. A tentative appointment shall be made in that discussion. Any EMPLOYEE seeking to see a Steward during duty hours shall be released, as soon as possible, but no later than the EMPLOYEE'S following shift.
- b. A Steward desiring to speak to an EMPLOYEE concerning authorized Labor Management business shall contact the EMPLOYEE'S Supervisor and arrange a tentative appointment. The Steward shall notify his supervisor of the tentative appointment and confirm the arrangements.
- c. The UNION Stewards on official time will be required to record beginning and ending times of official time used in compliance with the official time authorization and log provided as Attachment A to this agreement of as developed locally.

Section 3: Non-Duty Time Activities.

The UNION shall not encourage the filing of grievance or complaints. Solicitation of memberships and activities concerned with the internal management of employee organization, such as the collection of dues, membership meetings, campaigning for officers, conduct of elections, and distribution of literature, or authorization cards, etc., will not be conducted during duty time.

Section 4: Orientation.

The UNION shall be afforded a period time, to be mutually agreed upon, to speak at orientation sessions for new EMPLOYEES to explain the UNION and the Agreement.

Section 5: Reasonable Official Time Release.

It is mutually agreed that Stewards are first and foremost EMPLOYEES of the INDIAN HEALTH SERVICE. Stewards will be allowed a reasonable amount of official time to perform their duty in accordance with Section 6 of this Article. It is the responsibility of the UNION and the EMPLOYER to insure that the time allowance is not abused.

Section 6: Release Time.

A reasonable amount of official government time shall be granted to Stewards of elected officials of the UNION to accomplish the following:

- a. When presenting grievances in accordance with the negotiated grievance procedure.
- b. When representing an EMPLOYEE or the UNION in the preparation of a grievance.
- c. When serving as the UNION'S representative in an arbitration hearing conducted under Article XX of this Agreement.
- d. When serving as the UNION'S representative in the preparation and presentation of an adverse action or discrimination complaint hearing when the EMPLOYEE has designated the UNION as his representative.
- e. When negotiating with management officials concerning changes to personnel policies, practices and procedures affecting working conditions in accordance with Article VII of this Agreement.
- f. When attending meetings arranged and called by management officials. The management official arranging such meetings shall arrange for the Steward's release from duty by contacting the Steward's supervisor.
- g. When performing other functions for which official time is specifically authorized by law or the terms of the Agreement. Examples of these functions, although not all inclusive, are as follows: participating in formal discussions and investigatory interviews as set forth in Article II, Section 6, discussing, Union Officials or Stewards, preparing for meetings with Management, preparing replies to proposed disciplinary actions or assisting Stewards. Travel for representational duties not initiated by the Employer or covered as a joint activity under 713 1 of the FLMRA shall be at the expense of UNION.
- h. Attendance by stewards at a training session sponsored by the UNION or designated Labor-Management Training shall be on official time. It will not normally exceed two (2) regular work days for any individual per year. If additional time is required written notice to the Labor Relations Officer or designee requesting Steward's attendance, with an agenda, ten (10) or more working days prior to the event is required.

Section 7: Mutual Agreement.

No official time shall be authorized for function not listed for reference in Section 6 above, unless mutually agreed upon by the UNION and the EMPLOYER.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1: Management Authority.

Subject to Section 2 of this Article, nothing shall affect the authority of any management official of the EMPLOYER to determine the mission, budget, organization, number of EMPLOYEES, and

internal security practices of the Agency; and in accordance EMPLOYEES in the Agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such EMPLOYEES; to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operation shall be conducted with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate sources; and to take whatever action may be necessary to carry out the Agency mission during emergencies.

Section 2: Negotiations.

Nothing in this Article shall preclude the Agency and the labor organization from negotiating, on the number, types and grades of EMPLOYEES or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work; procedures which management officials of the Agency will observe in exercising any authority under this Article by such management officials in accordance with EO 12871.

Section 3: Resolution of Questions

Questions that may arise concerning the general administration or interpretation of this Agreement may be resolved between the Designated Representative for both parties. Agreements will be reduced to writing and signed by both parties. If agreement cannot be reached by both parties after thorough discussions, a grievance may be filed in accordance with the negotiated grievance procedure. Discussions of this sort on the Agreement will be scheduled in advance by either party so that meaningful discussion may take place.

ARTICLE V

FACILITIES & SERVICES TO THE UNION

Section 1: Bulletin Boards.

The EMPLOYER agrees to designate a space of approximately two feet by two feet (2'X2') on two official bulletin boards located in Office Services on the 15th floor and in the Health Education area on the 14th floor. This space will be appropriately marked to indicate that is reserved for UNION matters. The UNION agrees that it will designate a member to be responsible for maintaining the material in a neat manner. The UNION also agrees that the material posted will be in good taste and will not violate provisions of the Agreement or affect the security of the Albuquerque Area Office.

Section 2: New Employee Information.

The EMPLOYER agrees to furnish the UNION quarterly a listing of EMPLOYEES hired in the Albuquerque Area Office. The list will include work location.

Section 3: Steward Training.

The UNION shall be responsible for training programs for Shop Stewards. Excused leave for EMPLOYEES participating in such training programs shall be granted in accordance with Article III, Section 6.h of this Agreement, and existing regulations.

Section 4: Publication of UNION News & Notices.

The EMPLOYER will publish in the Area Office newsletter and the bulletin board, on a space available basis, notices or other appropriate news items of general interest and special UNION announcements, submitted by the UNION and approved by the EMPLOYER. The Union agrees that articles must be submitted by set deadline(s) and will not hold the EMPLOYER responsible for articles submitted after the deadline resulting in notices not appearing.

Section 5: Written Directives.

The EMPLOYER agrees to furnish the UNION access to all written directives concerning working conditions and personnel policies which have been approved for distribution by the Area Personnel Office and have originated with USDHHS, PHS or Indian Health Service.

Section 6: UNION Offices.

The EMPLOYER agrees to work with the UNION in good faith to provide office space which may be used by the UNION as the space becomes available as determined by the EMPLOYER. Private office space will be made available for employee representational consultation as necessary.

Section 7: Internal Mail Distribution

The Area Office's internal mail distribution service shall be made available to the UNION for the distribution of material to EMPLOYEES. The availability of the mail service shall be contingent upon the needs of the Area Office. The EMPLOYER agrees to allow the UNION to use the internal electronic mail system (E-mail) for the sole purpose of notifying EMPLOYEES of scheduled UNION group meetings.

Section 8: Meeting Facilities.

The EMPLOYER agrees to provide meeting facilities, as available and upon sufficient advance notice, to be used by the UNION during non-duty hours for UNION official business providing such facilities are left in a sanitary condition and do not interfere with the normal mode of business.

ARTICLE VI

MATTERS APPROPRIATE FOR NEGOTIATION DURING TERM OF THIS AGREEMENT

Section 1: Negotiable Subjects.

It is agreed and understood that matters appropriate for negotiation between the parties are personnel policies, programs, and procedures relating to working conditions. Such subjects may

include, but are not limited to, pertinent aspects of occupational health and safety, employee training, labor-management cooperation, employee welfare and services, methods of adjusting grievances and appeals, granting of leave, promotion plans, demotion practices, pay practices, reduction-in-force practices and hours of work.

Section 2: Changed Working Conditions.

It is further recognized that this Agreement is not all-inclusive and the fact that certain working conditions have not been specifically covered in the Agreement does not alleviate the responsibility for either party to consult or negotiate with the other on any changes to working conditions initiated by the EMPLOYER. It is agreed that during the life of this Agreement, the EMPLOYER will negotiate with the UNION, if the UNION requests, should the EMPLOYER propose changes to working conditions during the term of this Agreement.

Section 3: Legal Compliance

It is agreed and understood by the EMPLOYER and the UNION that nothing in this Agreement shall conflict with any applicable or future law or regulation of the Federal Government, including, but not restricted to, Executive Orders and those rules and regulations issued by the Office of Personnel Management (OPM) and the Department of Health and Human Services (HHS).

Section 4: Contract Supersedes Local Agreements.

- a. It is agreed and understood by the parties that this Agreement will supersede any local procedures, practices or regulations that are in conflict with the provisions of this Agreement.
- b. The provisions of Section 4.a of this Article do not apply to agreements or settlements arising out of grievances, unfair labor practices charges, or other appeal procedures unless in conflict with the provisions of this Agreement or the contractual language upon which they are based has been changed.

ARTICLE VII

TERM OF AGREEMENT & METHOD OF AGREEMENT

Section 1: Term

This Agreement shall remain in full force and effect for three (3) years from the date it is approved. At least sixty (60) but not earlier than one hundred and five (105) calendar days prior to the three (3) years maximum expiration date of this Agreement, and provided the Agreement has not been terminated at an earlier date, representatives of the EMPLOYER and the UNION shall meet for the purpose of commencing the negotiation of a new Agreement. However, this Agreement will be automatically renewed for an additional three (3) year period if neither party requests negotiations in writing by the sixtieth (60th) day prior to its terminal date.

Section 2: Re-Opener.

- a. Either party may request any Article or Section of this Agreement be reopened for further negotiations at any time during its term. The receiving party shall give good faith consideration to the request and by mutual consent negotiations limited to the proposed changes shall commence. Any agreement reached shall be reduced to writing and duly executed by both parties.
- b. Specific Articles shall by their terms be subject to reopening in the manner and at such times as are set forth in those Articles.

Section 3: Past Practice.

The parties agree that established practices about which the EMPLOYER has actual or constructive knowledge and have been accepted by the EMPLOYER will continue in effect, unless changed by the terms of this Agreement or, unless the UNION is notified prior to a change.

Section 4: Mid-Term Bargaining.

The parties agree that mid-term bargaining will only take place if the EMPLOYER initiates changes to working conditions during the term of this Agreement. In order to conduct mid-term bargaining as expeditiously as possible, the following procedures are agreed to:

- a. Notice of the proposed change or rules will be furnished by the EMPLOYER as early as possible, but in no event later than fifteen (15) work days prior to the requested implementation date stated in the notice. The EMPLOYER shall also provide all necessary information sufficient to permit full and proper discussion, understanding and negotiation regarding the proposal.
- b. The UNION shall provide the EMPLOYER written counter-proposals prior to the first Bargaining Session. If written counter proposals are not received within ten (10) work days of receipt of the notice, concurrence is deemed and the EMPLOYER'S proposal shall be implemented.
- c. Bargaining shall commence within ten (10) work days of receipt of the EMPLOYER'S written proposals.
- d. Bargaining sessions shall occur on successive work days with reasonable accommodation made for work requirements imposed on representatives of both parties.
- e. Either side may request the assistance of the Federal Mediation Conciliation Service (FMCS) at any point in the bargaining process. Both parties shall make themselves available as requested by the FMCS.
- f. Where impasse is reached, the FMCS representative shall be requested to certify the impasse in writing.

- g. Upon the certification referred to in Section 4.f. of this Article, either party may submit a request for the assistance of the Federal Service Impasse Panel (FSIP) within ten (10) calendar days from certification, or if none, from the date written declaration of an impasse is provided the other party. If such request to FSIP is not made, the EMPLOYER'S proposed last offer may be implemented.
- h. If a proposal is implemented in accordance with Section 4.g of this Article, it will not include the use of the Impasse Panel.
- i. If a request for the Impasse Panel is timely made in accordance with Section 4.g of this Article, the proposal shall not be implemented, unless it falls within 5 U.S.C. 7106(a)(1) and (2) or is otherwise permitted by law. In such cases, the EMPLOYER agrees to continue to bargain, at the request of the UNION, on the impact on EMPLOYEES of such implementation. Any agreement reached after implementation shall be given retroactive effect, except that Back-Pay liability shall not apply unless the EMPLOYER'S actions were inconsistent with the Agreement or law.

ARTICLE VIII

INDIAN PREFERENCE

Section 1: Employment Preference.

It is the policy as well as the intent of the Agency to implement the various legislative enactments which provide for preference in the employment of American Indian people within the Agency. It shall be the policy and intent of LOCAL 16, LIUNA, to support the implementation of such legislative enactments.

Section 2: Subject to Grievance Procedure.

Matters contained in this contract in reference to Indian Preference shall be subject to the grievance procedure and arbitration as they relate to the local application and interpretation.

Section 3: Conform to the Indian Preference Law.

Matters contained in this contract in reference to Indian Preference shall not be subject to arbitration that interprets, defines, limits, adds to or detracts from the Indian Preference law.

ARTICLE IX

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1: No Discrimination.

It shall be the positive and continuing policy of both the EMPLOYER and the UNION that all qualified persons are assured equal opportunity in employment matters. Discrimination on the basis

of race, color, religion, sex, age or national origin, physical and emotional handicap is strictly prohibited. The EMPLOYER shall continue to encourage constructive contributions from the UNION towards its goal of maintaining and providing equal employment opportunity. In the event that an Area Office EEO Committee is established, the UNION will be afforded the opportunity to be represented on said committee.

Section 2: UNION Representation.

EMPLOYEES who have experienced difficulties regarding equal employment opportunity on the basis of race, color, religion, sex, age, national origin, physical and emotional handicaps, Vietnam Veterans, may be represented by the UNION in attempting to resolve their problems.

Section 3: Indian Preference.

Nothing in this Article shall be construed as contrary to Indian preference.

ARTICLE X

HOURS OF WORK & OVERTIME

Section 1: workday and Workweek.

a. The standard workday shall be eight (8) hours within not more than nine (9) hours. The standard workweek shall be five (5) days of forty (40) hours within any consecutive period of seven (7) calendar days or flexitime/flexitour schedules as approved by appropriate authorities. The parties agree to meet, consider and review flexitime/flexitour schedules for the Albuquerque Area Office. The parties agree to attach any such flexitime/flexitour schedules to this Agreement if approved during the life of this Agreement.

Section 2: Overtime Hours and Distribution.

Hours worked in excess of the regularly scheduled tour per day are paid as overtime. Overtime is work officially ordered or approved in excess of eighty (80) hours a pay period in pay status and/or in excess of the regularly scheduled hours in a day, and is compensated for at rates in accordance with applicable regulations. Overtime assignments regardless of duration shall be distributed fairly, equitably, and as equally as practicable among EMPLOYEES in similar classification If The EMPLOYER agrees to maintain and post an accurate record of overtime offered and worked.

Section 3: Call Back.

Any EMPLOYEE who is called back to work at a time outside his normal work hours is credited a minimum of two (2) hours in pay status.

Section 4: Notice of Overtime.

It shall be the practice of the EMPLOYER to give EMPLOYEES a minimum of four (4) hours of advance notice when making assignments for overtime work unless impossible. Notification for

planned overtime work on Saturday and Sunday shall be made no later than noon Friday, except for emergencies.

Section 5: Overtime Relief.

The EMPLOYER will, upon request, relieve an EMPLOYEE from an overtime assignment for personal reasons, if there is another qualified EMPLOYEE willing and available for the assignment.

Section 6: Time off for Religious Observance

In accord with DHHS instruction 550-11, an employee whose personal beliefs require the abstention from work during certain periods of time may elect to engage in voluntary overtime work to compensate for time lost meeting those religious requirements.

Section 7: Call Back Premium.

EMPLOYEES who are called back to duty will receive premium pay in accordance with applicable laws and regulations.

Section 8: Overtime.

- a. No Wage Grade EMPLOYEE may be given compensatory time off in lieu of payment of overtime. Such EMPLOYEE will be paid overtime at the rate of at least one and one-half (1-1/2) times their regular hourly rate of pay, up to the maximum prescribed by Federal regulations.
- b. Certain Classification Act EMPLOYEES, who are exempt from the Fair Labor Standards Act, may take compensatory time-off in place of overtime payment. Under applicable regulations, the choice of taking compensatory time or receiving overtime pay is the EMPLOYEE'S. The supervisor will advise the EMPLOYEE if the possibility of repayment in compensatory time off does not exist.

Section 9: Tour of Duty.

The EMPLOYER agrees to furnish the UNION copies of all permanent tours of duty existing at the time this Agreement is approved. Changes of these tours of duty will be brought to the attention of the UNION no later than seven (7) work days prior to such changes being effected. If the UNION objects, the impact of such changes are subject to the grievance procedure contained in this contract. The

UNION may consult or negotiate with the EMPLOYER regarding proposed changes to established tours of duty.

Section 10: Rest Period.

EMPLOYEES are entitled to a fifteen (15) minute rest period during each half of the standing working shifts, except in extreme emergencies. A rest period of fifteen (15) minutes duration will

be allowed each period of extended shift overtime of at least two (2) hours duration. On days when all work is overtime, a rest period of fifteen (15) minutes will be allowed for each period of four (4) hours worked. Rest periods will not be added to periods of leave, lunch, or the beginning or end of the EMPLOYEE'S shift.

Section 11: Clean-up Time.

EMPLOYEES shall be granted reasonable personal clean-up time prior to the end of the Shift and before meal periods when appropriate. Clean up time does not include time for change of clothing to engage in physical activity or exercise programs.

Section 12: Travel and Training.

Overtime for travel and for periods of training will be paid in accordance with applicable laws and regulations, which includes the Fair Labor Standards Act (FLSA).

Section 13: Notification of Changed Schedules.

If the EMPLOYER'S proposal to make changes in work schedules will have more than an insignificant adverse impact on EMPLOYEES, the EMPLOYER will notify the UNION of these changes before such changes are made.

Section 14: Time-Clocks.

EMPLOYEES shall Not' be required to use time-clocks unless there is a written agreement with the UNION.

Section 15: Additional Rest and Meal Periods.

EMPLOYEES who are required to extend their work shift or who accept a request to extend their work shift shall be granted additional rest periods in appropriate intervals as set forth in Section 10 of this Article. Meal periods shall also be granted and may be taken by employees with each additional four (4) hours on the job.

Section 16: Lunch Period.

The EMPLOYEE shall be paid overtime for any time that he may be required to work during the regularly scheduled lunch period. "Required" means that the EMPLOYER has ordered and approved the EMPLOYEE to work during the lunch period.

Section 17: Break Room.

The EMPLOYER will identify appropriate areas for use by EMPLOYEES during their break times.

Section 18: Absence Less Than One (1) Hour.

An EMPLOYEE who is tardy for less than one (1) hour, or an EMPLOYEE who needs to be absent from his assigned work for a period of less than one (1) hour, may be excused without charge to leave or loss of pay at the discretion of his immediate supervisor in accordance with appropriate delegations. In any case, where an EMPLOYEE is tardy more than two (2) times during the leave year, the supervisor may counsel and advise the EMPLOYEE that further instances of tardiness may result in the EMPLOYEE being carried as absent without leave in increments of fifteen (15) minutes. EMPLOYEES not excused for tardiness and charged AWOL or who are on leave will not be required to work while in leave status.

ARTICLE XI

LEAVE

Section 1: Leave.

- a. EMPLOYEES shall earn annual leave and sick leave in accordance with applicable statutes. An EMPLOYEE'S request to take annual leave shall be granted when the EMPLOYEE has given the supervisor reasonable notice by use of the SF-7 1, Application for Leave, subject to the workload and staffing requirement of the activity. All requests for leave will be made by the EMPLOYEE himself, directly to the supervisor or designee except in case of emergency. If an employee is away from his duty station at the time leave is requested and approved, the EMPLOYEE will submit the SF-7 1 upon return to duty.
- b. The EMPLOYER agrees that when requests for leave are denied, the supervisor shall meet with the EMPLOYEE to explain the reason for denial.

Section 2: Annual Leave.

- a. If requested to do so by individual EMPLOYEES, the EMPLOYER will schedule annual leave for vacation purpose for ten (10) consecutive workdays or more continuous duration for those EMPLOYEES who will have sufficient leave due and accrued for this purpose. Reasonable efforts, consistent with workload and work schedule requirements, will be made to adhere to the established vacation schedule. EMPLOYEES affected by a necessary change in the vacation schedule shall have the right to have their vacation rescheduled.
- b. The EMPLOYER agrees to make every reasonable effort to avoid canceling previously approved annual leave.
- c. EMPLOYEES may request changes to their initial requests, including requests for one (1) or more days off, and management will attempt to comply when adequate notice is provided by the EMPLOYEE.

Section 3: Extended Annual Leave.

- a. The EMPLOYER may approve changes to previously scheduled annual leave upon EMPLOYEES' requests, providing the workload permits.

Section 4: Emergency Leave.

- a. Request for annual leave for emergency reasons will be considered on an individual case basis. When a request for emergency leave has been denied, the EMPLOYEE will be notified in writing of the reason(s) for denial on the SF-7 1.
- b. Requests for emergency leave shall be made to the supervisor as soon as possible. Supervisors shall respond to these requests promptly.
- c. In the case of death in the EMPLOYEE'S family (as defined in the Family Friendly Leave Act), a liberal leave policy will apply for request(s) for leave.
- d. Requests for emergency leave are to be made directly to the supervisor or designee by the EMPLOYEE unless his condition prevents personal contact. Notification to the supervisor from other than the EMPLOYEE does not constitute leave approval.
- e. The emergency leave request may be granted for participation in the traditional religious ceremonies and for participation in other religious activity when it can be determined that no advance notification could have been given.

Section 5: Unscheduled Annual Leave.

Unscheduled annual leave may be granted for EMPLOYEES to attend to urgent personal business. Normally, such requests shall be made as far in advance as possible. Requests will be considered on individual basis. EMPLOYEES should not assume that the request is approved and may be considered absent-without leave (AWOL) if the request is not approved. The supervisor shall notify the EMPLOYEE promptly of his decision.

Section 6: Sick Leave.

- a. An EMPLOYEE who is absent due to illness or injury shall notify his supervisor or designee as soon as possible, except when there are extenuating circumstances beyond the EMPLOYEE's control. In such cases, the EMPLOYEE shall make an honest attempt to notify the supervisor by some other means.
- b. Thereafter, the EMPLOYEE will call in daily unless notification of extended leave is given to the supervisor or other arrangements are agreed to by the supervisor and the EMPLOYEE. Such notification is necessary in order for the EMPLOYER to place the EMPLOYEE in an approved leave status, and shall not, in itself, be justification for approval or disapproval of sick leave.
- c. EMPLOYEES shall normally not be required to furnish a medical certificate to support requests for sick leave unless such leave exceeds five (5) consecutive workdays. It is understood and agreed, however, that the EMPLOYER has the right to require an EMPLOYEE to furnish acceptable medical documentation for sick leave when:

1. There is a reasonable doubt of the EMPLOYEE'S capacity to perform regularly assigned duties, and/or
2. The EMPLOYEE or a member of the EMPLOYEE'S family has been afflicted with a contagious disease.

d. Sick Leave Restrictions will be implemented when:

1. There is reason to believe that the EMPLOYEE has abused sick leave privileges during the previous six (6) month period.
2. The EMPLOYER has counseled the EMPLOYEE regarding the use of sick leave, there is a record of such counseling, and the leave record does not indicate substantial improvement.
3. The EMPLOYER must advise the EMPLOYEE in writing of the requirement to furnish acceptable
4. Sick leave cannot be advanced for normal pregnancy or for confinement or exposure to care for a person with a contagious disease.
5. EMPLOYEE may use sick leave in accordance with the provisions of the Federal Employees Family Friendly Leave Act. Specifically, Employees may use sick leave to (1) provide care for a family member as a result of physical or mental illness, injury; pregnancy; childbirth; or medical arrangements necessitated by the death of family member or attend the funeral of a family member. EMPLOYEES are authorized the use of up to 40 hours per leave year by all full-time EMPLOYEES for such purposes. In addition, a full-time EMPLOYEE who maintains a balance of at least 80 hours of sick leave, may use an additional 64 hours for family care and bereavement purposes to a maximum of 104 hours per leave year.

For part-time EMPLOYEES the limit is the average number of hours of work in the EMPLOYEE'S scheduled tour of duty each week. If a part-time EMPLOYEE maintains a sick leave balance of at least twice the average number of the EMPLOYEE'S scheduled weekly tour of duty, the EMPLOYEE may use up to the number of hours of sick leave normally accrued by that EMPLOYEE during the leave year.

DEFINITIONS

- a. Emergency. It is understood in accord with Section 7106 of the FL-MRA that the EMPLOYER may take whatever actions may be necessary to carry out the AGENCY'S mission during emergencies. The term "Emergency" is defined here as an act of God, natural disaster, catastrophe, or circumstances beyond the EMPLOYER'S or EMPLOYEE'S control; relates to the personal emergency which causes the EMPLOYEE to request unscheduled leave, and applies only to this article.

- b. Sick Leave Abuse. "Abuse" shall be defined as a patterned use of paid sick leave and/or excessive leave usage for which there is no reasonable explanation or justification.
- c. Workload and Staffing Requirement. This shall mean the normal and routine work schedules and assignments for a department and/or work unit. It is expressly understood that "workload" requirement does not mean everyday work assignment which can be handled by existing staff, or can be re-scheduled to another time.
- d. The Family Friendly Leave Act defines a family member as (a) spouse and parents thereof (b) children, including adopted children, and spouses thereof; (c) parents (d) brothers and sisters, and spouses thereof; and (e) any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

ARTICLE XIII

HOLIDAYS

Section 1: Distribution.

Holiday work will be distributed among EMPLOYEES in a fair and equitable manner. The EMPLOYER agrees to make a reasonable effort to schedule assignments so that no EMPLOYEE will be required to work both the Christmas and New Year Holidays.

Section 2: Publication.

The EMPLOYER agrees that if an EMPLOYEE(S) will be required to work on a holiday, to posted work schedules reflecting regularly scheduled holidays at least seven (7) days in advance of that holiday.

Section 3: Designated Days.

The following days are recognized as holidays and will be observed as non-work days except for those personnel required to carry out the essential services of the Indian Health Service:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Discoverer' Day
- Labor Day

Section 4: Work on a Holiday In accordance with applicable regulations:

- a. EMPLOYEES working overtime hours (hours in excess of eight (8) hours) on a holiday shall receive the same overtime pay plus any applicable shift differential they would receive for overtime work on a non-holiday.
- b. EMPLOYEES working on a holiday outside their basic work week shall receive the same pay plus any applicable shift differential they would receive on an overtime day.

ARTICLE XIV

CLASSIFICATION PROCESS

Section 1: Position Review.

It is agreed that the EMPLOYER shall complete a review of each affected position within reasonable period of time after receipt of new classification standards. The UNION may submit pertinent data to the Division of Personnel Staff for consideration in reviewing the position. The EMPLOYER further agrees to complete appropriate personnel actions, if any, within two (2) pay periods following reclassification action, provided the position(s) are upgraded. If the review indicates that bargaining unit positions must be downgraded, the UNION will be so notified in writing.

Section 2: Continuing Review.

The program for determining the title, series and grade of positions of EMPLOYEES is conducted in accordance with applicable regulations. To assure that classification determinations are appropriate to the work currently being performed by the EMPLOYEES the EMPLOYER conducts a continuing review of such ratings. In any case where a job description is modified to the extent that the title, series and grade level or qualification requirements will be affected, the UNION will be consulted on the change prior to the effective date.

Section 3: Compensation Level.

The EMPLOYER agrees that EMPLOYEES will be compensated on the basis of the highest level duties performed at least twenty five percent (25%) of the time, provided such duties will be performed on a regular and recurring basis.

Section 4: Request to Resolve Inconsistency.

An EMPLOYEE who feels that his assignment and title, series or grade, are not consistent with Directives shall have the right to request his supervisor to resolve the problem.

Section 5: Desk Audit.

In the event the parties are unable to agree on the necessity of such a review, the EMPLOYEE may request that the Classification Office conduct an examination of the EMPLOYEE'S work assignments to determine whether or not the title, series and grade are proper for the work performed. Normally, this review will be completed within thirty (30) work days following receipt

by the Classification Office of the EMPLOYEE'S written request for a desk audit. As a part of any such examination, the Classification Specialist will talk personally with the EMPLOYEES whose duties are affected. Any such discussion may include an explanation by the Specialist of the applicable job grading process. The EMPLOYER agrees to consider fully any information on this subject which the EMPLOYEE may wish to present, and to discuss its findings with the EMPLOYEE. If a satisfactory resolution of the EMPLOYEE'S complaint is not reached, the EMPLOYER will furnish the affected EMPLOYEE with copies of its findings in writing which will include the EMPLOYEE'S appeal rights.

Section 6: No Reprisal Assignments.

The EMPLOYER agrees that EMPLOYEES in the Unit will not be assigned to work which is generally recognized as undesirable as a reprisal or punishment.

Section 7: Related Duties.

Position description will be worked to state that EMPLOYEES will perform other duties as assigned. Other duties will be interpreted to mean duties directly related to the position description except in emergency situations or when there is no work available within the position description. No new duties or assignments will be added to a position description without advance notice to the employee.

ARTICLE XV

PROMOTIONS, VACANCIES & DETAILS

Section 1: Promotional Considerations.

It shall be the policy of the EMPLOYER to give consideration to qualified EMPLOYEES for promotional opportunities to positions within the certified unit to the extent possible within applicable laws and regulations. The EMPLOYER agrees to give good faith consideration to qualified temporary EMPLOYEES for permanent positions within the unit in accordance with applicable law and regulations. This policy is not intended to alter or violate any of the provisions of the applicable merit promotion plan(s) and shall be implemented as hereinafter provided.

Section 2: Promotional Announcements.

All vacant permanent positions within the certified unit, including trainee-type, and others with promotion potential, which the EMPLOYER intends to fill under merit promotion procedures, will be announced under the applicable merit promotion plan(s) and the Indian Preference laws and regulations and any other appropriated sources consistent with 5 U.S.C.7106.

Section 3: Included Employees.

All EMPLOYEES covered by this Agreement shall be known as "included EMPLOYEES." All applicants outside the Albuquerque Area Office shall be known as "other applicants." The provisions of this Agreement apply only to Positions in the certified unit.

Section 4: Albuquerque Area Limitation.

The initial area of consideration will not be extended beyond the Albuquerque Area Office if it can be established that there are at least three (3) best qualified employees within the Area Office. These EMPLOYEES will be given consideration. The selecting official may elect to select from a panel containing the name of at least one (1) best qualified candidate.

Exceptions to these procedures shall include:

- a. Positions for which open continuous announcements are issued on an Area-wide Indian Health Service-wide basis;
- b. Shortage category positions for which special recruiting methods are required on an on-going basis;
- c. Non-competitive promotions (i.e. career ladders); and/or
- d. Special areas of consideration as described in the Indian Health Service Merit Promotion Plan.

Section 5: Vacancy Announcements.

Vacancy announcements will be used to advertise vacancies within the Unit. Vacancy announcements will remain open for the receipt of applications for a minimum period of five (5) workdays. Vacancy announcements will be distributed in accordance with the Merit Promotion Plan in the area of consideration and posted on all official bulletin boards therein.

Section 6: Certificate of Merit Promotion Plan Candidates.

Whenever possible, the names of the three (3) best qualified candidates will appear on the Certificate of Merit Promotion Plan Candidates; however, more names may be certified when necessary to satisfy the requirements of the Indian Preference laws and regulations

Section 7: Interview Opportunity.

All candidates whose names appear on the certificate of Merit Promotion Plan Candidate shall be given equal opportunity to participate in interviews, if any are given, provided they are best qualified.

Section 8: Details.

- a. If an EMPLOYEE is detailed to a higher graded position for less than thirty (30) calendar days, the supervisor will give the EMPLOYEE a signed, dated memorandum, prior to the start of the detail, showing the position to which the EMPLOYEE is detailed and the prospective inclusive dates of the detail.

- b. If an EMPLOYEE is detailed to a higher graded position for more than thirty (30) calendar days, but less than sixty (60) calendar days, the supervisor will submit a form SF-52, Request for Personnel Action, to the Division of Personnel Management for processing and filing in the EMPLOYEE'S official personnel folder. If a position is still vacant at the end of sixty (60) calendar days, the detailed EMPLOYEE shall be temporarily promoted to the higher graded position(s) as allowable within applicable laws and regulations.
- C. Temporary promotion of more than one hundred and twenty (120) calendar days must be processed under competitive promotion procedures.

Section 9: Accretion of Additional Duties.

The EMPLOYER may promote EMPLOYEE(S) without competition when the EMPLOYEE'S position is reconstituted to a higher grade because of the accretion of additional duties and responsibilities, in accordance with applicable laws and regulations.

Section 10: Position Upgrade.

An incumbent of a position which has been upgraded without significant change in duties and responsibilities, on the basis of either the issuances of a new classification standard or the correction of a classification error or the gradual accretion of duty shall be placed in the newly classified position in accordance with applicable regulations

Section 11: Notification.

The Personnel Office will notify all applicants of their selection or non-selection in accordance with the established Merit Promotion Plan.

Section 12: Temporary Promotions.

All temporary promotions will be made in accordance with applicable Laws and regulations. Any EMPLOYEE so selected must meet minimum requirements.

ARTICLE XVI

EXCUSED ABSENCES

Section 1: Military Funeral.

An EMPLOYEE who is a veteran may be excused, without charge to leave or loss of pay, to participate as an active pallbearer or as a member of a firing squad of honor in funeral services of Members of the Armed Services returned from overseas for final internment in the United States. Such excused leave may not exceed one (1) work day.

Section 2: Blood Donation.

Workload permitting, EMPLOYEES who volunteer as blood donors either to Blood Banks without compensation, or directly to individuals, shall be excused for the time necessary for this purpose without charge to leave or loss of pay. An EMPLOYEE donating blood at an off-hospital facility will inform his supervisor in advance of his intent to donate blood, except in emergency situations which preclude advance notification. EMPLOYEES will go directly to the designated Blood Bank or hospital. The receptionist or nurse will annotate the EMPLOYEE'S arrival and departure time. EMPLOYEES who are rejected from donating blood will report directly to work or be charged leave. Normally, the maximum excused leave for travel time and recuperation shall not exceed two (2) hours.

Section 3: Required Examinations.

An EMPLOYEE will be excused for the purpose of taking an examination when required by the EMPLOYER.

ARTICLE XVII

WAGE & SALARY SURVEYS

Section 1: Presentation of Information.

The UNION may present to the EMPLOYER any data it deems suitable pertaining to the scope of conduct of wage surveys affecting EMPLOYEES of this unit.

Section 2: Release Time.

When the UNION submits a justifiable reason for release of the Representative or designee to participate in the Wage Survey or hearing, the EMPLOYER shall obtain his release for such purpose in accordance with applicable rules and regulations.

ARTICLE XVIII

HEALTH & SAFETY

Section 1: Safety.

- a. The EMPLOYER and the UNION jointly agree to undertake programs to provide for safe working conditions of EMPLOYEES. The EMPLOYER agrees to utilize available resources to protect the health and safety of EMPLOYEES and to utilize the Occupational Health and Safety Act and other appropriate EMPLOYER standards as guidance.
- b. The name, location and telephone number of the local safety officer will be posted on all official EMPLOYER bulletin boards.

- c. The UNION shall have one (1) representative on the Area Office. The UNION representative may provide information to the Committee regarding any health and safety hazards requiring the review of the Committee.
- d. The representative designated will attend meetings of this Committee scheduled during working hours, and will actively participate in Committee functions, without charge to accrued leave. Such time will be charged as official time.

Section 2: On-the-Job Injury and/or Illness Reporting.

- a. It is the responsibility of the EMPLOYEE to immediately report all accidents and unsafe conditions or acts which occur on the job, no matter how slight, including job-related illnesses. The EMPLOYEE will follow all applicable safety and health procedures and regulations and will attend required safety and health training.
- b. The injured EMPLOYEE'S supervisor shall authorize or otherwise see that medical care is offered immediately upon notification of injury. As soon as possible or practicable, the supervisor shall explain to the EMPLOYEE or family member, or representative, the EMPLOYEE'S rights and options under the Federal Employees Compensation Act. Division of Personnel Management staff shall supply the EMPLOYEE or representative with copies of appropriate forms, and work with the EMPLOYEE or representative to ensure that the forms are properly completed. It shall, however, be the EMPLOYEE'S or representative's responsibility to obtain a physician's statement and related documents if the EMPLOYEE received treatment at non-Indian Service facilities.
- c. The EMPLOYER will process and forward Federal Employees' Compensation Act claims and related documents to the appropriate Department of Labor(DOL) office for adjudication.
- d. The supervisor, with the EMPLOYEE involved, shall process and forward reports in compliance with the DHHS Accident Reporting System

Section 3: Reports to the DOL.

The UNION or the EMPLOYEE has the option of reporting any uncorrected unsafe condition to the Department of Labor under the Occupational Health and Safety Act. A copy of all such reports will be provided to the Executive Officer at the Albuquerque Area Office at the same time as or prior to submission to DOL.

Section 4: Unsafe and/or Hazardous Work.

- a. No EMPLOYEE shall be required to work in areas where conditions exist that are unsafe or detrimental to their health without proper personal protection equipment and safety devices to be furnished by the EMPLOYER as provided in applicable Agency regulations. An EMPLOYEE may refuse to perform an assigned task if the EMPLOYEE reasonably believes that the task poses an imminent risk of death or serious bodily harm and the

employee reasonably believes there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. The Area Safety Office shall immediately investigate an EMPLOYEE'S complaint of unsafe conditions and the Area Safety Officer shall immediately report his findings to the EMPLOYER and to the UNION Steward.

- b. No EMPLOYEE shall be required to engage in hazardous operations where there is a high potential for injury or death as a result of the EMPLOYEE working alone. Except as stated in subsection a. of this Section, no EMPLOYEE shall refuse to perform an assigned task without first seeking effective redress through normal hazard reporting and abatement procedures. The UNION will be kept fully informed as to the operations or jobs ruled hazardous by the EMPLOYER under this Section.
- c. The EMPLOYER agrees to buy properly fitted shoes and safety glasses for EMPLOYEES who are required as a condition of employment to wear them. Safety shoes will meet the A.N.S.I. Specification 241.1-67 equivalent. The EMPLOYER agrees to provide uniforms for maintenance EMPLOYEES or the uniform allowance at the Area Office if uniforms are required. Purchases will be made with prior EMPLOYER approval and within appropriate procedures and regulations.
- d. The EMPLOYER agrees to provide upon request schedules of pay differentials to be paid to wage grade EMPLOYEES or irregular or intermittent duty involving unusually severe, unpleasant or hazardous working conditions through guidelines and authority established by the Office of Personnel Management upon approval for application through DHHS channels. It is further agreed that EMPLOYEES will be notified by the supervisor(s) when they are assigned to work for which premium pay is authorized. If at any time during a job assignment, an EMPLOYEE believes that Environmental Differential Pay(EDP) is warranted, the EMPLOYEE should call the matter to the attention of the immediate supervisor who will make a determination with the Division of Personnel Management and advise the EMPLOYEE whether or not EDP will be allowed. The EMPLOYEE may be represented by his Steward when discussing EDP with his immediate supervisor. Any dispute regarding additional pay not resolved by discussion between the immediate supervisor and the affected EMPLOYEE(S) shall be subject to the grievance procedure, including arbitration. Nothing herein shall deny the EMPLOYEE from presenting a claim for EDP.
- e. The provisions of Section 4 of this Article will be administered in accordance with pertinent Department of Labor, Occupational Safety and Health regulations.

Section 5: UNION Recommended Safety Training.

The EMPLOYER will consider UNION recommendations for safety training.

Section 6: Release Time for Safety Walk-Through.

The EMPLOYER agrees that a UNION Steward at the Area Office will be allowed to accompany the Safety Officer on safety walk-through on official time.

Section 7: Uniforms and Supplies.

- a. All EMPLOYEES who are required to wear uniforms shall be paid the current uniform allowance authorized by HHS.
- b. The EMPLOYER shall provide any additional special garments or safety equipment and other protective garments or equipment and instruments.
- c. Such equipment shall be maintained in good order by the EMPLOYER and by the EMPLOYEES to whom the equipment is issued. Replacement articles shall be provided.
- d. Maintenance and General Service Employees shall be provided appropriate safety equipment including safety shoes, kneepads, goggles, gloves, rain protection, coveralls, or jumpsuits and other safety equipment as necessary.

Section 8:

Contingent upon the availability of resources, the EMPLOYER agrees to continue the Employee Health Promotion Program consistent with TN-84-7.

ARTICLE XIX

GRIEVANCE PROCEDURE

Section 1: Good Faith Grievance Resolution at the Worksite.

The EMPLOYER and the UNION desire that all EMPLOYEES be treated fairly and equitably. It is intended that this grievance procedure provide a means of resolving complaints and grievances at the lowest level possible, and the EMPLOYER and the UNION agree to work toward this end.

Section 2: Grievances.

For the purpose of this Article, a grievance is defined as any complaint:

- a. By an EMPLOYEE concerning any matter relating to the employment of an EMPLOYEE within the control of the EMPLOYER; or
- b. By the UNION concerning any matter relating to the employment of any EMPLOYEE within the control of the EMPLOYER; or
- c. By an EMPLOYEE or the UNION concerning:

1. The effect or interpretation, or a claim of breach of the collective bargaining agreement: or
2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment in the Albuquerque Area Office.

Section 3: Procedures.

It is agreed that the following procedures will be the sole procedure available to EMPLOYEES at the Albuquerque Area Office in processing grievances and complaints under this Agreement. Grievances concerning the following matters are not subject to the negotiated procedure;

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance or health insurance.
- c. A suspension or removal for reasons of national security.
- d. Any examination, certification or appointment
- e. The classification of any position which does not result in the reduction in grade or pay of an EMPLOYEE.
- f. Non-acceptability of a suggestion or failure of an EMPLOYEE to receive an award.
- g. Termination of a temporary EMPLOYEE.
- h. Non-selection for promotion.
- i. Matters involving management retained rights under 5 U.S.C.7106.
- j. Separation of a probationary EMPLOYEE.

Section 4: Selection.

The appeal or grievance rights of EMPLOYEES subject to disciplinary action are established as follows:

- a. Removal, suspension for more than fourteen (14) calendar days, furlough without pay and reduction in grade or pay are types of adverse actions for which the EMPLOYEE may use statutory appeal procedures or the negotiated grievances procedures. However, once an EMPLOYEE has invoked one of these procedures, he may not seek redress under another procedure.
- b. Disciplinary actions other than those adverse actions described in subsection "a." of this Section may be grieved by the EMPLOYEE only under the negotiated grievance procedure.

Section 5: Discrimination Section.

- a. An aggrieved EMPLOYEE affected by discrimination on account of age, sex, race, creed, national origin, or marital status may raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. An EMPLOYEE shall be deemed to have exercised his option to raise the matter under either a statutory procedure or the negotiated procedure at such time as the EMPLOYEE timely initiates an action under the applicable statutory procedure or timely files a grievance.
- b. Selection of the negotiated grievance procedure in a grievance containing charges of discrimination based on Equal Employment Opportunity Commission (EEOC) guidelines in no manner prejudices the right of the EMPLOYEE to request the Merit System Protection Board (MSPB) or EEOC to review the final decision.

Section 6: Fifteen (15) Working Days.

It is agreed that a grievance will be initiated within fifteen (15) working days after occurrence, if the grievant knew or should have known of the event giving rise to the grievance.

Section 7: Relevant Matters.

At each step of this procedure, only matters relevant to the specific grievance at issue shall be discussed at the hearing.

Section 8: Grievance Steps.

The grievance must be submitted to the EMPLOYEE'S immediate supervisor in writing and must state that it is being filed under the negotiated grievance procedure; contain a description of the basis for the grievance; the resolution desired, and the name of the EMPLOYEE'S representative, if any.

- Step 1: As soon as possible within the fifteen (15) working days prescribed above, the grievant will submit his grievance to the immediate supervisor. An EMPLOYEE may be represented by the UNION or himself. The immediate supervisor will render a written decision within fifteen (15) work days. If the decision is not satisfactory to the EMPLOYEE/grievant, the EMPLOYEE may refer it to the next step within ten (10) work days of receipt of the immediate supervisor's decision.
- Step 2: If the Step 1 decision is not satisfactory to the EMPLOYEE/grievant, he may submit the grievance to the Division Director, or designee within ten (10) working days (see Step 1). The Step 2 official shall arrange for a meeting with the EMPLOYEE/grievant and the UNION representative, if the Union has been chosen to represent the grievant, within seven (7) work days of the receipt of the grievance. The Step 2 official or the grievant may call for any EMPLOYEE record at the meeting that might assist in the review of the case. The Step 2 official shall give his

written reply for the disposition of the grievance within ten (10) working days following the meeting.

Step 3: If the Step 2 decision is not satisfactory to the EMPLOYEE/grievant, he may submit the grievance to the Albuquerque Area Director within ten (10) working days of receipt of the Step 2 official's decision. The Albuquerque Area Director or his designee shall arrange for a meeting with the EMPLOYEE/grievant and UNION representative within ten (10) working days of the receipt of the grievance. The Albuquerque Area Director or his designee shall issue his written decision within ten (10) working days following the meeting.

Step 4: If the Step 3 decision is not satisfactory, the parties may by mutual consent request the Federal Mediation and Conciliation Service (FMCS) to arrange a meeting to resolve the grievance.

Section 9: Identical Group Grievance.

When a group of EMPLOYEES has an identical grievance, the grievance may, by mutual consent, be considered as an individual complaint of one EMPLOYEE. The group may continue to seek review of the succeeding steps as provided in this Article until a majority of the group agrees with a decision. A minority of the group may not seek review of the decision to the succeeding step affected by the decision.

Section 10: Time Limits.

Time limits shall be complied with except in unusual circumstances, in such cases, time limits may be extended by mutual agreement. Failure of the EMPLOYEE or his representative to observe the time limits shall terminate the grievance. If the EMPLOYER does not meet the time limits, the UNION or the EMPLOYEE/grievant may unilaterally move the grievance to the next step of the procedure. Only the UNION may initiate arbitration. This cost does not include the UNION'S legal fees, if any, unless such fees are awarded by the arbitrator.

Section 11: Arbitration Cost Sharing.

The parties agree to equally share the cost of arbitration for grievances that proceed to arbitration.

Section 12: Waiver of Steps and Step Two (2) Grievances.

Any Steps of the grievance procedure may be waived by mutual consent of the parties. All grievances over disciplinary actions, adverse actions and denials of Within Grade Salary Increases will begin at Step Two (2) of the grievance procedure.

Section 13: EMPLOYER Grievances:

Step 1: Any supervisor or management official may file a grievance against the UNION within ten (10) working days from the event giving rise to the grievance or from the

date the EMPLOYER first became aware of the event causing the grievance. The grievance may be filed with any appropriate local union official. The UNION official will render a written decision within ten (10) work days. The decision shall provide the name and title of the UNION official to whom the grievance may be directed if not resolved at Step 1.

Step 2: If the grievance is not resolved at Step 1 the EMPLOYER may file a grievance to the designated UNION official within ten (10) working days from receipt of the Step 1 decision. The designated UNION official shall render a written decision within seven (7) working days from receipt of the Step 2 grievance. If the EMPLOYER is not satisfied with the Step 2 decision, it may pursue the grievance either to mediation or arbitration in accordance with the procedures in the negotiated agreement.

Section 14: Informal Settlement Encouraged.

Nothing in this Article will preclude the parties from attempting to settle grievances informally, and such efforts are encouraged.

ARTICLE XX

ARBITRATION PROCEDURE

Section 1: Right to Arbitration.

If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the UNION, either as grievant or a representative of the EMPLOYEE/grievant(s), may refer the issue to arbitration. The notice of referring an issue to arbitration must be in writing signed by the Union Business Manager or designee and submitted within twenty (20) calendar days following receipt of the decision or completion of mediation efforts.

Section 2: Selecting the Arbitrator.

- a. Within five (5) work days from the date of receipt of a valid arbitration notice, the parties shall attempt to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall immediately request the FMCS to submit a list not to exceed seven (7) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute will accompany the request to enable the parties to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement. In the event that the entire agreement is not available, a verbatim copy of any provision relating to arbitration of the grievance shall accompany the request.
- b. The parties shall meet within three (3) work days after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the EMPLOYER and the UNION will each strike one (1) arbitrator's name from the list and shall repeat the procedure until only one (1) name remains. The remaining name shall be the only and duly selected arbitrator. A flip of a coin shall determine which party shall strike the first name.

The EMPLOYEE/grievant may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

Section 3: Fees and Expenses.

All of the arbitrator's fees and expenses and all other expenses of arbitration shall be borne equally by the EMPLOYER and the UNION. Travel and/or per diem costs shall not exceed those authorized by applicable Agency regulations. Further, the EMPLOYER and the UNION shall share equally the expenses of any mutually agreed upon services in connection with an arbitration inquiry or hearing.

Section 4: Arbitration Process.

Unless otherwise stipulated by the parties, proceedings will follow established practices and procedures.

Section 5: Expedited Arbitration Procedure.

The parties may mutually agree by stipulation to an expedited arbitration procedure. Such as:

1. A stipulation of facts.
2. An arbitrator inquiry.
3. A mini-arbitration

Section 6: Time Limits.

The arbitrator will be told that in order to fulfill the delegation to arbitrate, he must render a decision and remedy to the EMPLOYER and the UNION as quickly as possible, but in any event no later than thirty (30) days after the conclusion of the hearing, unless the parties otherwise agree.

Section 7: Arbitrator's Authority in Disputes Over the Agreement.

The arbitrator shall have the authority to resolve any questions of arbitrability and interpret and define the explicit terms of this Agreement, Agency Policy, etc., as necessary to render a decision. The arbitrator shall have no authority to add to or modify any terms of this Agreement or Agency Policy.

ARTICLE XXI

DISCIPLINARY & ADVERSE ACTIONS

Section 1: Discipline.

- a. Discipline will be initiated for such cause as will promote the efficiency of federal service. Discipline is intended to correct an individual's behavior, as well as to maintain order and efficient operation within the work place. It is understood that discipline should not be

punitive in nature. "Progressive discipline" shall include the following types of correction in accordance with federal regulations:

1. Verbal warning, and
 2. Counseling memoranda(s)
 3. Letters, written warnings, and admonishments
 4. Letters of reprimand
 5. Suspensions of fourteen (14) calendar days or less
 6. Suspensions of more than fourteen (14) calendar days
 7. Removal for cause
- b. It is understood that these steps are not absolute and may or may not always be followed, depending on the nature of the offense.

Section 2: Notification.

The EMPLOYER shall give at least thirty (30) days advance written notice of any proposed disciplinary action, with the exception of Letters of Warning Admonishments Letters of Reprimand, suspensions of fourteen (14) calendar days or less, or discipline resulting from any situation in which the EMPLOYER invokes the "crime provision" of 5 U.S.C.7513(b). Such notice will provide for a reasonable time to respond orally and/or in writing to the proposed action. The EMPLOYER shall give sincere consideration to the EMPLOYEE'S response and will make a good faith effort to address arguments raised. The EMPLOYER will provide a written notice of its decision. Letters of Reprimand or letters proposing more severe action shall be acknowledged by the EMPLOYEE'S signature as a record of receipt. Should the EMPLOYEE refuse to sign receipt of the letter, the supervisor will so state on the face of the letter.

Section 3: Copies to the UNION.

The EMPLOYER agrees to furnish the UNION a copy of any proposal of disciplinary or adverse actions if requested by the affected EMPLOYEE. Copies of such proposal(s) will be furnished to the UNION within two(2) working days after requested by the EMPLOYEE.

Section 4: Right to Representation at Oral Reply to Proposed Adverse Action.

It is understood and agreed that, upon request by an EMPLOYEE, a UNION representative may represent an EMPLOYEE in an oral reply to a proposed adverse action. The EMPLOYEE must be advised that oral counseling may be used against him.

Section 5: Statutory Appeals.

- a. The EMPLOYER agrees that the UNION may serve as an EMPLOYEE'S representative at a statutory appeals hearing, when so designated by the EMPLOYEE. The UNION'S participation at such hearings shall be governed by the rulings of the Hearing Officer and procedure of the applicable appeals procedure.

- b. The UNION shall be permitted to have an observer present at any statutory appeals hearing when the UNION is not designated as the EMPLOYEE'S representative if the EMPLOYEE so requests. The UNION'S right to attend and/or participate shall be governed by the rulings of the Hearing Officer and procedures of the appeals procedure.

Section 6: Policy of Progressive Discipline.

The EMPLOYER agrees to administer progressive discipline commensurate with the nature of the offense and consistent with Federal law.

Section 7: Privacy Rights.

The EMPLOYER agrees that rights of EMPLOYEES granted by the Privacy Act will be respected when considering disciplinary and adverse actions.

ARTICLE XXII

UNION DUES WITHHOLDING ALLOTMENTS

Section 1: Dues Allotment

The EMPLOYER agrees that each eligible EMPLOYEE in the UNION covered by this Agreement has the right to make a voluntary allotment from his pay for the payment of his membership dues to the UNION or to revoke the allotment, in accordance with the following:

- a. The UNION will inform each of its members of the voluntary nature of the authorization for allotment of pay to cover dues and of the prescribed procedure for revoking it.

Section 2: Dues Allotment Standard Form (SF-1187).

The UNION agrees to distribute to its members Standard Form SF-1187, "Request for Payroll Deductions for Labor Organizations Dues," and to receive at anytime, completed forms from members who request an allotment. The Chief Steward of the Local is designated to receive the completed forms to enter the amount of dues for the member for each pay period and to determine whether the EMPLOYEE is in good standing. The chief Steward will then complete the required certification and submit the forms to the Albuquerque Area Division of Personnel Management.

Section 3: Dues Allotment Revocation.

An EMPLOYEE may revoke an allotment by submitting an assigned Form SF-1188 on their anniversary date or the next day during the year following their first full year of membership.

ARTICLE XXIII

EMPLOYEE PERFORMANCE EVALUATIONS

Section 1: Appraisal Regulation.

The EMPLOYER agrees that EMPLOYEES' performance will be appraised in accordance with applicable regulation and HHS Instruction 430-4 and subsequent revisions and amendments. As dictated by regulation and policy, the performance appraisal cycle/system will include but not be limited to the following elements:

- a. EMPLOYEES will be encouraged to participate in the preparation of performance plans.
- b. EMPLOYEES' performance plans will be established consistent with their position descriptions and shall be reviewed and acknowledged by the EMPLOYEE.
- c. At least one documented progress review will be conducted midway through the period covered by the EMPLOYEES' performance plan.
- d. Assistance will be provided to help EMPLOYEES whose performance is less than fully successful to improve their performance. EMPLOYEES who are determined to be performing at the unacceptable level will be given a formal opportunity period to improve their performance to the retention level.
- e. Performance standards shall be objective, to the extent feasible and will be applied fairly and equitably.
- f. To protect the integrity of the policies and procedures of the EPMS, all preparation periods, timeliness, performance rating periods, procedures, and opportunity periods shall be observed, lacking extenuating circumstances, but consistent with applicable rules, regulations and instructions.

Section 2: Access to Documentation.

- a. The EMPLOYEE or the UNION acting on the EMPLOYEE'S behalf, may request the reasons, records and documentation relied upon to make any rating.
- b. Such documentation shall be made available in an expeditious manner to the EMPLOYEE or his UNION representative. No adverse action may start until the EMPLOYEE has had the chance to review and respond to the reasons, records and documentations relied upon.
- C. EMPLOYEES who are determined to be performing at the unacceptable level will be given an opportunity to improve prior to the initiation of a performance-based reduction in grade or removal action under 5 CFR 432.

ARTICLE XXIV

DRUG-FREE WORKPLACE

Section 1:

Negotiation and Implementation of U.S. Department of Health & Human Services (DHHS) Plan.

The EMPLOYER agrees that the implementation and administration of the DHHS Plan for a Drug-Free Workplace (hereinafter referred to as the Plan) will be in accordance with all applicable laws, rules, regulation, and this Agreement. The parties agree to meet and discuss any future applications of the DHHS Drug-Free Workplace Program provided there is a bargaining obligation to do so.

Section 2: Meeting on the Plan.

The EMPLOYER and the UNION agree to meet at mutually acceptable time to discuss the Albuquerque Area's Drug-Free Workplace Program for the purpose of ensuring the proper implementation and administration of the program.

Section 3: Labor-Management Committee on Drug-Free Workplace.

The EMPLOYER and the UNION agree to establish a joint Labor Management-Drug-Free Workplace Committee to handle the implementation of the DHHS Drug-Free Workplace Program in the Area Office.

The Labor-Management Drug-Free Workplace Committee shall meet on an as-needed basis, or as mutually determined by the Parties, to discuss matters and make recommendations to management on the various aspects of the Drug-Free Workplace Program including but not limited to the following:

- a. EMPLOYEE Drug Education
- b. Training for EMPLOYEES covered by the Drug-Free Workplace Program
- c. The Rehabilitation Programs available to EMPLOYEES
- d. The EAP referrals, confidentiality, coordination with UNION, etc.
- e. Required Drug Testing Procedures
- f. Laboratories and Chain-of-Custody procedures for drug testing
- g. Voluntary Drug Testing Procedures
- h. Other appropriate education programs as determined jointly by the Parties.
- i. EAP Job Rehabilitation Contracts for EMPLOYEES

Section 4: Job Audits.

The Parties agree that any EMPLOYEE who is currently classified as an Motor Vehicle Operator (MVO) has the right to request an audit of his/her position in accordance with Article XV of the Agreement. An audit will be performed on any MAO position currently identified as a testing

designated position in the DHHS'S Plan to ensure that it is properly identified as a testing designated position.

Section 5: Court Challenges of DHHS Drug Testing.

The Parties agree that certain aspects of the Plan have been challenged in Federal District Court and that the Department is currently under a Restraining Order from implementation of some aspects of the Plan.

Section 6: Employee Education Programs.

The EMPLOYER and the UNION agree to work together and support training relative to the Albuquerque Area's Drug-Free Workplace Program. The EMPLOYER will provide, as time and resources permit, EMPLOYEE orientation/education required under the DHHS Drug-Free Program. The UNION will be allowed to present ideas on such orientation/education.

Section 7: Notification of EMPLOYEES.

The parties agree to notify all EMPLOYEES about the DHHS Drug-Free Workplace Program.

Section 8 EMPLOYEE Rights.

The Parties agree to the following EMPLOYEE rights.

- a. All EMPLOYEES have the right to consult with, to meet with, and to file grievance with UNION Stewards/UNION Representatives in Accordance with Articles II (Employees Rights & Privileges), III (Union Representation) and XXI (Grievance Procedure) of this Agreement, Regarding the Plan and drug testing.
- b. EMPLOYEES have the right to drug abuse counseling and referral services available through the EAP and the Plan requirements.
- c. EMPLOYEES shall have the right of access to their confidential Employee Assistance File. EMPLOYEES have the right to review their file on official time, with or without a UNION Steward in accordance with Article XXVI(Drug Free Workplace) and Article XXX (Access to Records)¹ and to obtain copies of documents in the EAP File.
- d. EMPLOYEES who voluntarily acknowledge that they have a drug problem and voluntarily submit to rehabilitation have the right to request leave to seek assistance. Furthermore, EMPLOYEES have the right to enter into an EAP Job Rehabilitation Contract as provided for in the Plan.
- e. EMPLOYEES have the right to seek other legal representation to protect their jobs.

Section 9: Confidentiality and Safeguarding of Information.

- a. All EMPLOYEE records regarding counseling rehabilitation, EAP and testing, if any, shall be subject to strict confidentiality under federal law, rules and regulations. EAP files shall be kept confidential and separate from the Official Personnel Files and other EMPLOYEE'S medical files identified in this Agreement.
- b. Information shall not be relayed except to the individuals authorized by law, rule or regulation. No unauthorized personnel shall have access to an EMPLOYEE'S EAP file without prior written authorization from the EMPLOYEE.
- c. Any EMPLOYEE who is the subject of drug test shall, upon written request, have access to any record relating to such EMPLOYEE'S drug test in accordance with the Plan provisions.
- d. All Departmental records maintained on an EMPLOYEE concerning non-confirmed test results will be handled and destroyed in accordance with the Plan provisions.

Section 10: Official Time.

The EMPLOYER will grant official time in a duty status without charge to leave to EMPLOYEES when they are required to participate in drug testing, education seminars and training under the Plan, and EAP initial assessment. UNION representatives/stewards will be granted official time when representing EMPLOYEES in accordance with the Collective Bargaining Agreement between the parties.

Section 11: Reasonable Accommodations.

If an EMPLOYEE'S initial drug test is verified as positive and the EMPLOYEE does not wish to challenge its findings, the EMPLOYER will make reasonable accommodation for the EMPLOYEE'S drug abuse problem by providing his/her access to a drug treatment and rehabilitation program, through the EAP.

Section 12: Grievance Procedure.

Any dispute concerning this Agreement will be processed under the Negotiated Grievance Procedure of the prevailing Collective Bargaining Agreement between the Parties or other appropriate forum in accordance with the law and regulations.

Section 13: Procedures for Drug Testing.

The EMPLOYER and the UNION agree that any EMPLOYEES who are designated for drug testing shall be tested in accordance with drug testing procedures provided for in the Plan.

- a. Written notice to EMPLOYEES who have not received such notice shall be given in accordance with the requirements of the Executive Officer.
- b. The EMPLOYEE may be transported to the collection site by the EMPLOYER if transportation is available, appropriate and permissible under the Plan.

- c. The "Chain of Custody" provided for by the program shall be maintained throughout the drug testing procedure including before, during and after the drug tests.
- d. The UNION shall be informed of the person(s) designated as the Medical Review Officer (MRO) for the Albuquerque Area Office as soon as this information is available to the EMPLOYER.
- e. The UNION may request a meeting with the MRO to discuss the drug testing of each MVO tested under this procedure.

Section 14: UNION Presence at Meetings or Examinations.

The UNION will have the right to be present at any formal discussion or EMPLOYEE examination, if the EMPLOYEE so requests, occurring during any phase of the Drug Testing process and subsequent rehabilitation.

Section 15: Drugs to be Tested.

The EMPLOYER and the UNWIN agree that EMPLOYEES shall be drug tested only for those drugs for which drug testing has been approved by the Department at any given stage of the program. Currently such drugs include (1) cocaine, (2) marijuana, (3) possibly opiates, (4) possibly amphetamines and (5) possibly PCPs.

Section 16: Drug Testing Laboratory.

- a. Drug Testing Laboratory will be designated in accordance with the DHHS Plan and Mandatory provisions.
- b. The Drug Testing Laboratory will meet all licensing requirements established by the DHHS Plan and Mandatory Guidelines.
- c. One representative from the EMPLOYER and one from the UNION will visit the laboratory and inspect the "Chain of Custody" if permitted under provisions of the Plan and laboratory requirements.
- d. Once the laboratory starts conducting drug testing, the EMPLOYER shall meet its responsibility under the Plan in ensuring that the proper "Chain of Custody" is followed.
- e. More specific information regarding the "Chain of Custody" and "Collection Site" will be provided to the UNION as it becomes available to Albuquerque Area Office management.
- f. If disciplinary action is to be taken against an EMPLOYEE who tests positive for illegal drugs, such action will be taken in accordance with the provisions of the Plan. The disciplinary actions will depend on the circumstances of each case:

1. The full range of penalties may include:
 - a. Counseling
 - b. Admonishment or Letters of Warning
 - c. Official Reprimand
 - d. Suspension of 14 days or less
 - e. Suspension of more than 14 days
 - f. Reduction in Grade or Pay
 - g. Removal from Federal Service
 2. Supervisors can choose which type of action, but are required to begin some form of disciplinary action, unless the employee meets the provisions of safe harbor.
 3. Disciplinary actions can be deferred while an EMPLOYEE is in the EAP, and may be dropped if the EMPLOYEE complies with his/her job rehabilitation contract.
 4. No disciplinary action on an EMPLOYEE who tests positive will be taken until the process specified in the Plan is completed, including drug testing and review by the MRO.
 5. The UNION still reserves the right to request a meeting with the MRO and EAR staff prior to initiation of discipline
- g. A second drug test by the laboratory may be requested by the employee for various reasons.
- h. An EMPLOYEE may have a separate urine sample/analysis conducted by a private laboratory at his/her request and own expense.

Section 17: Native American Church.

Both parties agree to meet and discuss the issue of the Native American Church and the traditional use of Peyote.

Section 18: Amendment.

This Article may be amended at any time during the life of this Agreement.

ARTICLE XXV

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 1: Assistance Efforts.

The EMPLOYER and the UNION agree to continue the efforts to identify, counsel and assist in rehabilitating EMPLOYEES with alcohol or drug related problems that affect their ability to perform their assigned duties.

Section 2: EAR Seminars.

The EMPLOYER agrees to invite the UNION to attend seminars, workshops and training sessions designed to improve the means and methods of improving the program.

Section 3: Identify Problems.

The EMPLOYER recognizes its responsibilities to identify and deal forthrightly with known problems at an early stage in a timely fashion. EMPLOYEES undergoing a prescribed program of treatment will be granted sick leave for this purpose on the same basis as any other illness which requires absence from work.

Section 4: Disciplinary Action.

The EMPLOYER and the UNION jointly agree that EMPLOYEES entering the EAP are not immune from disciplinary action; however, the fact an EMPLOYEE is actively pursuing an established program of rehabilitation will be considered in determining appropriate disciplinary action.

Section 5: EAP Files.

- a. The EMPLOYER and the UNION agree that the records for any EAP (including the Drug-Free Workplace Program for the Albuquerque Area) shall be kept separate and confidential from the Official Personnel Folder and any other EMPLOYEE'S medical files identified in the Agreement.
- b. It is understood that the EMPLOYEE shall have access to his confidential file to review and to obtain copies of documents within the EAP File.
- c. It is also understood that the EMPLOYEE shall have the right to authorize the UNION Steward, official or UNION Representative to have access to the EAP File, if authorized by the individual EMPLOYEE. No unauthorized personnel shall have access to an EMPLOYEE'S EAP File without prior written authorization from the EMPLOYEE. Authorized personnel include those EAP personnel who are authorized to have access to these files.

ARTICLE XXVI

LEAVE WITHOUT PAY

Section 1: Procedures.

Leave of absence without pay granted EMPLOYEES in the Unit shall be subject to the following procedures:

- a. Temporary non-pay status and absence from duty may be granted at the EMPLOYEE'S request. An EMPLOYEE cannot demand that he be granted leave without pay as a matter of

right. However, in the case of disabled veterans who are entitled to leave without pay if necessary for medical treatment, and Reservists and National Guardsmen who are entitled to leave without pay if necessary when activated such requests will not be denied.

- b. Leave without pay may be granted by management officials to EMPLOYEES in cases of illness or injury when their sick and/or annual leave balances have been exhausted or when the EMPLOYEE requests leave for which annual leave normally would be granted and such leave is not available to the EMPLOYEE.
- c. Extended leave without pay to attend a school of university whereby the Federal Service will benefit from the training, or to cover extended periods of illness not covered by sick or annual leave, may be approved and granted by the Director to an EMPLOYEE who is expected to return to duty.
- d. Leave without pay, regardless of leave balances, may be granted by the EMPLOYER in special cases when determined by the EMPLOYER to be of benefit to the EMPLOYEE and the EMPLOYER.

Section 2: UNION Leave.

Written notice to the EMPLOYER by the UNION of the election or appointment of EMPLOYEES to a UNION office or as a delegate to a UNION activity, and his presence required, will be accepted as justification for leave of absence subject to conditions is outlined in Section I.d. of this Article.

Section 3: Return Rights.

The EMPLOYER, in accordance with applicable regulations, shall retain the EMPLOYEE'S current grade, title, and series upon return to duty.

Section 4: Maintenance of Benefits.

EMPLOYEES in an approved leave without pay status shall retain all rights and privileges in respect to reduction in-force, retirement status, and coverage under the Group Life insurance and Federal Employees Health Benefit Program to which they may be entitled in accordance with applicable statutes and regulations.

ARTICLE XXVII

CIVIC RESPONSIBILITIES

Section 1: Jury Duty.

In the event an EMPLOYEE is called for jury duty or jury qualification, the EMPLOYER will grant court leave not to exceed the normal work schedule per day consistent with regulations and workload requirements. If called, the EMPLOYEE shall notify the EMPLOYER promptly and shall submit a true copy of his summons for jury service. Upon completion of EMPLOYEE'S service,

the EMPLOYEE shall present to the EMPLOYER satisfactory evidence of time served on such duty, together with any jury fees received. Allowances received for meals, transportation, etc., will be retained by the EMPLOYEE.

Section 2: Return to Duty.

In those cases where time and travel permit and where no hardship results, when an EMPLOYEE is excused from jury duty for one (1) day or even a substantial portion of one (1) day, the EMPLOYEE shall be expected to return to duty or be charged annual leave, if available, or leave without pay for the time excused. It is agreed that an EMPLOYEE is excused for a substantial portion of a day if EMPLOYEE is excused two (2) hours or more before the end of his scheduled shift, or if the EMPLOYEE is not required to report for jury duty until two (2) hours or more after the beginning of his shift

Section 3: Voting.

The EMPLOYER and the UNION mutually agree to encourage all EMPLOYEES to exercise their right to vote. EMPLOYEES working the regular day shift and eligible for and intending to vote in any national, state, municipal or tribal election or referendums shall be excused without loss of pay or charge to leave. When the polls are not open at least three (3) hours either before or after an EMPLOYEE'S regular hours of work, EMPLOYEE may be granted an amount of excused absence which will permit him/her to report for work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of excused absence time.

Section 4: Voter Registration.

For EMPLOYEES who vote in jurisdictions which require registration in person, excused time to register will be granted on the same basis as for voting, except that no time shall be granted if registration can be accomplished on a non-work day or after work hours.

Section 5: Federal Fund Raising.

The EMPLOYER and the UNION mutually agree the EMPLOYEES will be encouraged to participate in authorized federal fund raising campaigns; however, in no instance shall the EMPLOYER or the UNION exercise undue pressure on any EMPLOYEE to contribute if EMPLOYEES do not wish to contribute nor will any reprisal action be taken against EMPLOYEES who refrain from contributing. It is agreed that the principle of true voluntary giving to authorized federal fund raising campaigns shall be upheld.

Section 6: Called as a Witness.

EMPLOYEES who are called as a court witness in their official capacity or as a witness for the Federal government in a non-official capacity are entitled to be carried in official duty status.

ARTICLE XXVIII

ACCESS TO RECORDS

Section 1: No Unauthorized Access.

Unauthorized personnel shall not have access to an EMPLOYEE'S medical record without prior written authorization. Access will be granted in accordance with the Privacy Act and other pertinent regulations.

Section 2: Access According to Privacy Act and Regulations.

An EMPLOYEE'S personnel record will be safeguarded to assure that all disclosures are in accordance with the Privacy Act and other applicable regulations. In accordance with the above, only authorized personnel shall have access to an EMPLOYEE'S personnel file without prior written authorization.

Section 3: EMPLOYEE Review.

Upon giving reasonable notice, an EMPLOYEE shall have the right to review his own personnel files located in the Division of Personnel Management and obtain copies of any material therein.

ARTICLE XXIX

TRAINING

Section 1: Need.

Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the parties recognize the possible need for additional training, or retraining, to assure development and career planning for EMPLOYEES and maintain the competence of the work force.

Section 2: Training Program.

The EMPLOYER is responsible for establishing training programs to improve EMPLOYEE efficiency, to contribute to merit promotion from within the Unit, whenever practicable, to assist EMPLOYEES impacted by a reduction-in-force, reorganization, or transfer of function to obtain placement in another Agency. In developing such programs, the EMPLOYER agrees to consider the views of the UNION.

Section 3: On-The-Job Training.

The parties recognize that when an EMPLOYEE is assigned the responsibility of training a new EMPLOYEE, this task becomes part of the EMPLOYEE'S assigned duties. The EMPLOYER will take into consideration the time used for such a purpose when evaluating the EMPLOYEE'S performance or prior to making any decision regarding the EMPLOYEE'S performance.

Section 4: Records.

The EMPLOYER agrees to record known training accomplishments in the EMPLOYEE'S Official Personnel Folder (OPF) provided such record can be placed in the OPF in accordance with regulations governing contents of OPF's. This does not relieve EMPLOYEES of their individual responsibility to forward information for their personnel folders to fully reflect their total employment experience, training, and education. The UNION agrees to encourage EMPLOYEES to assure that their training records are accurately recorded.

Section 5: Scheduling.

The parties agree that EMPLOYER conducted training courses, seminars, conferences and meetings shall normally be scheduled during work hours to allow the EMPLOYEES the opportunity to gain information, education and training. EMPLOYEES will be compensated for time spent in training after normal duty hours in accordance with applicable statutes and regulations.

Section 6: Expenses.

- a. The EMPLOYER will consider an EMPLOYEE'S request to cover reimbursement of expenses incurred by an EMPLOYEE in attendance with work-related courses on his own time or on administrative leave.
- b. An EMPLOYEE desiring to enroll in a non-government facility shall submit a memorandum of request to his supervisor at least thirty (30) calendar days prior to the registration; and the EMPLOYER shall make every effort to reply at least seven (7) days prior to the registration date. Partial or full reimbursement if approved shall be in accordance with existing policies and regulations.

Section 7: Labor-Management Training.

Management will consider requests for and make reasonable efforts to implement joint labor-management training during the life of this Agreement.

Section 8: Official Training Time.

- a. Bargaining Unit EMPLOYEES shall be granted up to 40 hours per year of Official Training Time, comparable to duty time. This Official Training Time shall be for classes, workshops or courses which are appropriate to meet licensing requirements, advanced certification goals, competency standards or specialization requirements that benefit the EMPLOYEE and the Indian Health Service.
 1. The EMPLOYEE shall apply for official training time in advance in writing specifying the course, workshop, institute or class which the EMPLOYEE wishes to attend.

2. The EMPLOYEE shall obtain permission from his immediate supervisor or department head to use official training time.
 3. Use of official training time shall not interfere with essential area office operations.
- b. Permission for official training time will not be unnecessarily denied, and will be equitably distributed considering the needs of the Area Office as well as the needs of the EMPLOYEES.
 - c. The EMPLOYEE shall be eligible for up to forty (40) hours of official training time as provided above on an annual basis.
 - d. Specialized Training and Advanced Certification. Both parties agree that specialized training and advanced certification that raise the standards of the Area Office are beneficial to EMPLOYEES and better patient care. Therefore, the EMPLOYER agrees to consider recommendations from the UNION regarding reasonable and fair methods of selecting the appropriate and desired specialized training for EMPLOYEES. The EMPLOYER will arrange for the appropriate and with consider requests from EMPLOYEES for the training that they consider most beneficial for their job assignment. The EMPLOYER will allow for a reasonable period of time to complete the training and meet any certification requirements.
 - e. Individual Development Plans may be amended during the course of the year to accommodate training needs and opportunities for the mutual benefit of the EMPLOYER and the EMPLOYEES.

ARTICLE XXX

CONTRACTING OUT WORK

Section 1: Notification.

The EMPLOYER agrees to keep the UNION informed concerning any plans to contract out bargaining unit work. This will include providing a copy of any relevant documentation the EMPLOYER has available for release under the Freedom of Information Act.

Section 2: Layoff or Reduction in Force (RIF).

If a layoff or RIF is necessitated because of contracting out work, the EMPLOYER agrees to take the following actions:

- a. Recommend that, to the extent permitted by appropriate regulations, any EMPLOYEE displaced as a result of the contracting out be given good faith consideration for vacant positions within the Albuquerque Area for which the displaced EMPLOYEE is qualified

- b. Provide affected EMPLOYEES information about vacant positions in other areas of the Indian Health Service and solicit consideration from other areas of the Indian Health Service Offices.
- c. To the extent feasible, arrange for gradual transition when conversion to the contract is made to provide greater opportunity for placement of affected EMPLOYEES.
- d. Assist EMPLOYEES in registering for the Interagency Placement Program operated by the Office of Personnel Management.
- e. Coordinate with the State Department of Labor and other agencies to assist EMPLOYEES in applying for private sector employment for EMPLOYEES subject to layoff.
- f. Reassign or retrain affected EMPLOYEES to the maximum extent possible.
- g. Maximum retention of career EMPLOYEES shall be achieved by considering vacancies for possible placement prior to RIF.

ARTICLE XXXI

REDUCTION IN FORCE

Section 1: Policy.

Through careful planning and use of other administrative techniques, to the extent practicable and in the public interest, management shall seek to avoid the necessity of entering into a formal RIF action. In the event of RIF, ORM and HHS regulations will be observed by the EMPLOYER and the UNION in carrying out their respective responsibilities throughout the RIF process.

Section 2: Procedure.

- a. Official Personnel Folders. The UNION and the EMPLOYER will jointly encourage each EMPLOYEE to see that his personnel file and form SF-171 are up-to-date as soon as the RIF or reorganization is announced. The EMPLOYER will add to the personnel file appropriate changes or amendments requested by the EMPLOYEE in accordance with applicable regulations. If allowed by regulation, both personnel file and form SF-171 will be used to determine qualifications for placement purposes. EMPLOYEES possessing skills in more than one area will designate those areas in which they wish to be considered for vacancies.
- b. Notification. When possible, the EMPLOYER will notify the UNION in writing at least forty-five (45) days in advance of the effective date of the RIF. This notification will be given to the local UNION President or designee. The notification will contain the following:
 - 1. The reason for the RIF.

2. Competitive areas.
3. Copies of grade and pay retention regulations.
4. Copies of regulations explaining rights of EMPLOYEES, including the effects of veterans preference and Indian Preference..
5. A list of tentative positions to be abolished, if available.
6. Copies of proposed general notices.
7. An explanation of EMPLOYEES' retreat rights according to regulations.

In addition, copies of all applicable Office of Personnel Management OPM, DHHS, and IHS regulations regarding RIF shall be made available to the UNION.

Section 3: Negotiation.

The UNION will request negotiations and provide copies of written proposals as soon as possible but no later than fifteen (15) days after receipt of the EMPLOYER'S notification. The parties will commence negotiations within five (5) days after receipt of the UNION'S proposals. Official time will be granted for such negotiations.

Section 4: Meeting on RIF.

The EMPLOYER agrees to meet with the UNION periodically to keep it informed of actions as they progress.

Section 5: Placement.

The EMPLOYER will consider for the purpose of minimizing downgrades and separations and to provide effective placement of personnel, including but not limited to: any vacancy created by retirement, resignation, transfer or other loss of an EMPLOYEE for possible placement of personnel affected by the RIF. In addition, the EMPLOYER will give good faith consideration to restructuring vacant positions if practicable and consistent with the public interest to enable adversely affected employees to meet the qualification requirements for a vacant position.

ARTICLE XXXII

ALTERNATE WORK SCHEDULES (AWS)

AWS will include flexitime and Compressed Work Schedules in accordance with the conditions contained herein, and will be implemented in accordance with P.L. 97-221 and DHHS Instruction 610-4. The parties recognize this agreement is subordinate to the Employer's responsibility to provide quality service to American Indian people.

I. PURPOSE

The IHS Albuquerque Area Office provides administrative and clinical support to both inpatient and outpatient medical services facilities that include but are not limited to dental, behavioral health, community health programs and a variety of administrative functions.

The goal of this program is to utilize a system which will reflect the optimum balance in consideration of efficiency, EMPLOYEE convenience, and a minimum of additional controls and record-keeping procedures.

The parties recognize that the success of the AWS program depends in part on the fairness with which it is implemented and utilized.

II. DEFINITIONS:

Basic work requirement means the number of hours, excluding overtime hours, which an EMPLOYEE is required to work or is required to account for by leave or otherwise.

Core time means those designated hours each day when EMPLOYEES must be present for work.

Credit hours means any hours within a flexitime schedule which are in excess of an EMPLOYEE'S basic work requirement and which the EMPLOYEE elects to work as to vary the length of a workweek or a workday.

Flexible time means those hours each day during which EMPLOYEES may choose their time of arrival at and departure from the work site consistent with the duties and requirements of the position.

Flexitime means a system of work scheduling which splits the workday into two distinct kinds of time core time and flexible time. Under this system there are two requirements: (1) an EMPLOYEE must be at work during core time, and (2) an EMPLOYEE must account for the total number of hours he is scheduled to work (i.e., fulltime EMPLOYEE must account for at least 8 hours a day and 40 hours a week with a combination of duty hours, annual or sick leave, or credit hours).

III. FLEXITIME:

a. Flexible Time Bands will be as follows:

Arrival	7:00 a.m. to 9:00 a.m.
Lunch	11:30 a.m. to 1:30 p.m.*
Departure	3:30 p.m. to 5:30 p.m.

Lunch is a minimum 30 minutes with a maximum of 75 minutes.

EMPLOYEES may take lunch outside of the lunch time band in unusual circumstances, providing the EMPLOYEE obtains advance supervisory approval.

B. Core Time and Customer Service Hours

There will be two core time bands - the morning band between 9:00 a.m. to 11:30 a.m. and the afternoon band between 1:30 and 3:30 p.m. Customer Service Hours will remain 8:00 a.m. to 4:30 p.m. This means that there must be enough EMPLOYEES present during this entire period to provide adequate telephone and walk-in coverage.

C. Credit Hours

With supervisory approval, an EMPLOYEE may elect to work additional time within the flexitime schedule for the purpose of accruing credit hours in order to shorten a workday or a workweek. An EMPLOYEE requesting to work credit hours must have assigned work available to fill an expanded schedule. For the purpose of earning credit hours "assigned work" is that which is necessary for the accomplishment of a particular job task in keeping with agency priorities.

An EMPLOYEE may earn no more than one credit hour in any day and may accrue and carry over no more than B hours in any pay period. Credit hour will be accrued in not less than 30 minute increments up to a maximum of 60 minutes.

If any EMPLOYEE is directed or obtains advance approval to work outside of the flexitime schedule, this work must be compensated by overtime or compensatory time off in accordance with applicable laws and regulations.

EMPLOYEES may not earn or use accumulated credit hours without prior supervisory approval. Each EMPLOYEE desiring to earn or use credit hours must request this approval five work days in advance of the pay period. The request will be on the form designated for this purpose, which is attached to this agreement. The supervisor will review all requests and notify the EMPLOYEE of approval or disapproval no later than the Friday prior to the beginning of the pay period. In extenuating circumstances, late requests to earn and use credit hours may be approved.

EMPLOYEES may not use credit hours before they are earned.

A supervisor may deny a request to earn credit hours for work related reasons. For example, during period of extremely heavy workload, it may be impossible to allow an EMPLOYEE to use any credit hours he may accumulate. Under such circumstances, a supervisor will notify all EMPLOYEES that for the duration of the special circumstances, the accumulation and use of credit hours will be suspended.

A supervisor may deny a request to use credit hours for the same reasons listed above. In addition, a supervisor may ask an EMPLOYEE to use credit hours on a different day than he requested if allowing that EMPLOYEE to take credit hours means there would be inadequate coverage for the office on any day. If the EMPLOYEE'S proposed use of accumulated credit hours is denied, the supervisor shall inform the EMPLOYEE of the reason for the denial on the appropriate form.

If an EMPLOYEE leaves he shall be compensated for unused credit hours in accordance with regulation.

IV. COMPRESSED WORK SCHEDULES

- A. Departments may utilize a compressed work schedule consisting of a combination of 8 to 10 hour shifts. Hardship cases may be accommodated accordance with Section VI, of this Agreement.
- B. EMPLOYEES currently working a traditional Monday through Friday 8:00 a.m. to 4:30 p.m. shift may be allowed to work one of two possible compressed schedules, "5-4-9", "4-10".

EMPLOYEES under 5-4-9 schedule work eight 9-hour days and one 8-hour day each pay period and have one nonworkday each pay period. Under this schedule, EMPLOYEES fulfill the basic work requirement of 80 hours in a biweekly period over a span of nine work days-five days one week, four days the next week.

EMPLOYEES under the 4-10 schedule work four ten hour days each week and have one non-workday each week. Under this schedule EMPLOYEES fulfill the basic work requirement of 40 hours in a week over a span of four workdays each week.

- C. Properly approved overtime work performed in excess of the basic work requirement will be paid in accordance with PL 97-221 Section 6128.

V. PROCEDURES:

- A. EMPLOYEES experiencing personal hardships may request an exemption from the compressed schedule. If approved, these EMPLOYEES may be allowed to work 8 hour schedules.
- B. EMPLOYEES currently utilizing only one shift may be allowed to utilize either flexitime or 5-4-9 or 4-10 compressed work schedules. EMPLOYEES must request and obtain approval to work either flexitime or compressed work schedules in advance. These requests must be submitted in writing to the supervisor at least 1 pay period in advance. Election of a different schedule or requests to discontinue compressed work schedules must also be submitted 1 pay period in advance with justification.

- C. Requests for compressed work schedules must include request for specific workdays and non-workdays.
- D. In order for any compressed work schedule to be approved, there must be adequate number of staff to provide full coverage for core hours. Compressed work schedules will not be approved if doing so will cause disruption of services or would require additional staff. The numbers of staff required to provide full service will vary from office to office. The EMPLOYER will make final decisions regarding adequate staff coverage.
- E. A rotation method shall be used when a conflict occurs between EMPLOYEES' preferred schedules and to ensure all employees have the most popular days off.
- F. The EMPLOYER will provide a listing of approved schedules to the Union 5 workdays in advance of each quarter.

VI. PERSONAL HARDSHIP:

Accommodations to the mandatory Compressed Work Schedule for EMPLOYEE'S personal hardships will be determined by the responsible Supervisor. The UNION representative will provide input and recommendations on individual requests and general principles to be applied.

Employees may request exemptions for:

1. Medical conditions or reasons;
2. Serious scheduling difficulties with family care; and
3. Other personal problems or preference which arise out of scheduling conflicts.

Requests for exemptions will be submitted to the immediate supervisor after review and recommendation by the Union. Sufficient documentation will be required to substantiate the personal hardship or preference claimed. Every effort will be made to accommodate the request within goals and purpose of the AWS. Exemptions will be reviewed annually.

VII. EXCEPTIONS:

- A. Training and temporary duty:

While an EMPLOYEE is in a training or temporary duty status, his work schedule will automatically revert to the hours of training course, e.g. 8.00 a.m. to 4:30 p.m. or 5:00 p.m. The only exception would be an EMPLOYEE going to temporary duty in a unit having an AWS. The EMPLOYEE would then work the schedule of the unit to which assigned. In addition an EMPLOYEE working flexitime will not be allowed to accumulate or use credit hours while in this status.

- B. EMPLOYEES who are expected to attend regularly scheduled or special staff meetings outside core hours must plan their schedules accordingly. The EMPLOYER agrees however to make reasonable efforts to schedule meetings during core hours and to give as much advance notice of the meetings as possible. EMPLOYEES shall not normally be expected to come in for meetings on their days off. If such an event occurs they shall receive overtime in accordance with applicable rules and regulations.
- C. EMPLOYEES may be required to adjust their normal schedules to participate in joint or team efforts.
- D. The EMPLOYER will assign duty hours as necessary in the event of any emergency to assure adequate coverage.
- E. To the extent the other provisions of this Agreement do not provide adequate coverage of operations, the following will occur:
 - 1. The supervisor will solicit qualified volunteers to work a schedule which will provide coverage. If there are qualified volunteers, they will work the schedule
 - 2. If there are insufficient qualified volunteers, the supervisor will maintain a rotating roster from which qualified EMPLOYEES will be selected in order to provide coverage.

VIII. RECORD KEEPING

A. Daily Sign-in, Sign-out

In order to assure that each EMPLOYEE fulfills the requirement to work the total number of hours he is scheduled to work, a daily sign-in sign-out sheet will be maintained. There will be a separate sign-in sheet for each Division. Each EMPLOYEE will be required to sign-in upon arrival at work and sign-out as he departs at the end of the day. EMPLOYEES who do not have a scheduled lunch break will be required to sign-out as they leave the worksite for lunch break and sign-in upon reporting back to work for lunch. The unit clock will be used to establish sign-in and sign-out times. Individual watches will not be used. The sign-in sheet will become an official record maintained by the timekeeper to account for hours worked and credit hours accumulated.

B. Timekeeping

Timekeepers will account for time under the law in accordance with the Guide for Timekeepers¹ Chapter 18.

IX. MUTUAL RESPONSIBILITIES:

- A. These provisions are not intended to preclude the use of discipline or access to the grievance procedure for abuse of this program, misconduct, or any other work rule violation or worksite problem.
- B. Alternate Work Schedules gives each EMPLOYEE a measure of personal control over the work environment which previously had not been possible. This new freedom is accompanied by an equal degree of responsibility. Both parties recognize that this is a new program and that both parties need to allow for a transition period to work smoothly together.
- C. Initial violations will normally be met with a verbal warning reduced to writing.
- D. If management identifies a pattern of violations of an employee's chosen alternative work schedule and warning has not corrected the problem, an employee may be disciplined, including being suspended from the program.
- E. Falsifying government records (e.g., sign-in and sign-out logs) is a serious offense, and will be dealt with under the provisions of this agreement.

X. DISPUTES:

In the event an employee is dissatisfied with the administration of any portion of this Article, he is entitled to file a grievance under the negotiated grievance procedure.

ARTICLE XXXIII

LABOR-MANAGEMENT RELATIONS COMMITTEE

The UNION and the EMPLOYER agree that there shall be established within 30 days of the signing of this Agreement, a Labor Management Relations Committee, The Committee shall consist of three (3) members selected by the EMPLOYER and three (3) members selected by the UNION. The Committee or their designees shall meet monthly or more often on an as needed basis by mutual consent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 1 day
of March, 1995.

FOR MANAGEMENT:

Josephine T. Waconda 3/1/95
JOSEPHINE WACONDA (Date)
AREA DIRECTOR, ALBUQUERQUE
AREA INDIAN HEALTH SERVICE

**MANAGEMENT NEGOTIATIONS
COMMITTEE:**

C. W. Grimm, DDS 3/1/95
CHARLES GRIMM, DDS (Date)

Martha M Aragon 3/1/95
MARTHA ARAGON (Date)

Maria K. Clark 3/1/95
MARIA K. CLARK (Date)

Robert J. Syn 2/24/95
JIM LYON (Date)

Stephanie Pretty Weasel 2/24/95
STEPHANIE PRETTY WEASEL (Date)
EMPLOYEE LABOR RELATIONS

Patricia L. Tomhave 3/1/95
PAT TOMHAVE, DIRECTOR (Date)
DIVISION PERSONNEL MANAGEMENT

FOR THE UNION:

Arnold Vigil 2/22/95
(Name) (Date)
ARNOLD VIGIL, PRESIDENT, LOCAL 16
LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA

UNION BARGAINING COMMITTEE:

Julie Claymore 2/22/95
JULIE CLAYMORE (Date)

Pamela Bohanon 2/22/95
PAMELA BOHANON (Date)

Judy Garcia 2/22/95
JUDY GARCIA (Date)

Virginia S. Jojola 2/22/95
VIRGINIA S. JOJOLA (Date)

(Name) (Date)

Robert D. Purcell 2/21/95
ROBERT D. PURCELL (Date)
ATTORNEY/INT'L REPRESENTATIVE LIUNA